

JOHN K. MEYER, ET AL.,

Plaintiff(s),

VS.

JP MORGAN CHASE BANK, N.A., ET AL

Defendant(s).

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF SERVICE

Came to my hand on **Tuesday, September 9, 2014 at 3:40 PM,**
Executed at: **1707 MARKET PLACE BOULEVARD, SUITE 320, IRVING, TEXAS 75063**
within the county of **DALLAS** at **4:29 PM,** on **Tuesday, September 9, 2014,**
by delivering to the within named:

DAVID B BRADDOCK

By delivering to his **Authorized Executive Assistant, BILJANA SAVIC**
a true copy of this

DEPOSITION SUBPOENA ISSUED IN THE NAME OF THE STATE OF TEXAS

And tendered \$10.00 witness fee

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **Adil Tadli** who after being duly sworn on oath states: "My name is **Adil Tadli**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under Rule 103 and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas."

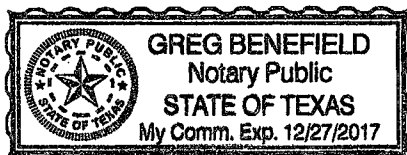
Adil Tadli

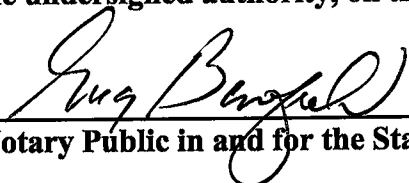
Of: **Dallas County**

By:


Authorized Person - SCH1206 - Exp 05/31/17

Subscribed and Sworn to by Adil Tadli, Before Me, the undersigned authority, on this 13TH day of September, 2014.




Notary Public in and for the State of Texas

JOHN K. MEYER, ET AL.,

Plaintiffs,

v.

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST,

Defendant.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

DEPOSITION SUBPOENA ISSUED IN THE NAME OF THE STATE OF TEXAS

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**Mr. David B. Braddock
Broad Oak Energy II, Inc.
1707 Market Place Blvd., Suite 320
Irving, Texas 75063**

This Subpoena directs **DAVID B. BRADDOCK** to appear at **9:30 a.m. on September 16, 2014** before a notary public at the following location:

Loewinsohn Flegle Deary
12377 Merit Drive, Suite 900
Dallas, Texas 75251

This Subpoena is issued at the instance and request of Plaintiffs, John K. Meyer, et al. One of the attorneys of record for Plaintiffs is: Jim L. Flegle, Loewinsohn Flegle Deary, L.L.P., 12377 Merit Drive, Suite 900, Dallas, Texas 75251.

This subpoena is issued under Texas Rule of Civil Procedure 176. Rule 176.8(a) states: Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punished by fine or confinement, or both.

This Subpoena is issued by Jim L. Flegle, attorney for Plaintiffs, on behalf of Plaintiffs.

DATE: September 9, 2014.

CLEMENS & SPENCER, P.C.

GEORGE SPENCER, JR.
spencer@clemens-spencer.com
State Bar No. 18921001
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

DROUGHT DROUGHT & BOBBITT, LLP

JAMES L. DROUGHT
jld@ddb-law.com
State Bar No. 06135000
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

TINSMAN & SCIANO, INC.

RICHARD TINSMAN
rtinsman@tsslawyers.com
State Bar No. 20064000
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.

DAVID R. DEARY
davidd@lfdlaw.com
State Bar No. 05624900
JIM L. FLEGLE
jimf@lfdlaw.com
State Bar No. 07118600
CAROL E. FARQUHAR
carolf@lfdlaw.com
Texas Bar No. 06828300
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717

**ZELLE HOFMANN VOELBEL & MASON
LLP**

JOHN B. MASSOPUST (pro hac vice)
jmassopust@zelle.com
MICHAEL CHRISTIAN (pro hac vice)
mchristian@zelle.com
MATTHEW J. GOLLINGER (pro hac vice)
mgollinger@zelle.com
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100

STEVEN J. BADGER
sbadger@zelle.com
Texas State Bar No. 01499050
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
Telephone: (214) 742-3000
Facsimile: (214) 760-8994

By: 
Jim L. Flegle

**ATTORNEYS FOR PLAINTIFFS
JOHN K. MEYER, ET AL.**

RETURN

CAME TO HAND ON THE _____ DAY OF _____, 2014, AT _____ O'CLOCK
____.M. AND EXECUTED (NOT EXECUTED) ON THE _____ DAY OF _____ 2014, BY
DELIVERING TO DAVID B. BRADDOCK, A TRUE COPY OF THIS SUBPOENA UPON
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE
THIS SUBPOENA IS _____.

TOTAL FEES: \$ _____

DALLAS COUNTY, TEXAS

BY: _____
**** SEE ATTACHED ****
***** AFFIDAVIT *****

NON-PEACE OFFICER VERIFICATION

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS _____ DAY OR _____, 2014.

**** SEE ATTACHED ****
***** AFFIDAVIT *****
Notary Public, State of _____

**** SEE ATTACHED ****
***** AFFIDAVIT *****

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

v.

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST,

Defendant.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE OF INTENTION TO TAKE
ORAL DEPOSITION OF DAVID B. BRADDOCK**

Plaintiffs JOHN K. MEYER, et al. will take a deposition of **DAVID B. BRADDOCK** at the following date, time, and place (or another mutually acceptable date, time, and place):

Date: **Tuesday, September 16, 2014**

Time: **9:30 a.m.**

Place: **Loewinsohn Flegle Deary, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251**

DATE: September 9, 2014.

CLEMENS & SPENCER, P.C.

GEORGE SPENCER, JR.
spencer@clemens-spencer.com
State Bar No. 18921001
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

DROUGHT DROUGHT & BOBBITT, LLP

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jld@ddb-law.com
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San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

TINSMAN & SCIANO, INC.

RICHARD TINSMAN
rtinsman@tsslawyers.com
State Bar No. 20064000
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

Respectfully submitted,

LOEWINSOHN FLEGLE DEARY, L.L.P.

DAVID R. DEARY
davidd@lfdlaw.com
State Bar No. 05624900
JIM L. FLEGLE
jimf@lfdlaw.com
State Bar No. 07118600
CAROL E. FARQUHAR
carolf@lfdlaw.com
Texas Bar No. 06828300
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Telephone: (214) 572-1700
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LLP**

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jmassopust@zelle.com
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mchristian@zelle.com
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mgollinger@zelle.com
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100

STEVEN J. BADGER
sbadger@zelle.com
Texas State Bar No. 01499050
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
Telephone: (214) 742-3000
Facsimile: (214) 760-8994

By: 

Jim L. Flegle

**ATTORNEYS FOR PLAINTIFFS
JOHN K. MEYER, ET AL.**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy this deposition notice was served upon the following, in the manner indicated, on September 9, 2014:

Patrick K. Sheehan
Rudy A. Garza
David Jed Williams
Hornberger Sheehan Fuller
Wittenberg & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Via Email

Charles A. Gall
John C. Eichman
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, TX 75202

Via Email

Kevin Beiter, Esq.
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, TX 78701

Via Email

Fred W. Stumpf
Kelly M. Walne
Boyer Short, PC
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

Via Email



Jim L. Flegle

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
V.	§	225TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

NOTICE OF FILING RULE 11 AGREEMENT

JPMORGAN CHASE BANK, N.A., as Trustee of the South Texas Syndicate Trust, files the attached Rule 11 Agreement.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**
7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1740 Fax

By: /s/ David Jed Williams
Patrick K. Sheehan
psheehan@hsfblaw.com
State Bar No. 18175500
Rudy A. Garza
rugar@hsfblaw.com
State Bar No. 07738200
David Jed Williams
jwilliams@hsfblaw.com
State Bar No. 21518060

MCGINNIS LOCHRIDGE
600 Congress Ave., Suite 2100
Austin, Texas 78701
(512) 495-6084 Telephone
(512) 495-6384 Facsimile
Kevin M. Beiter
State Bar No. 02059065

and

HUNTON & WILLIAMS LLP
Charles A. Gall
cgall@hunton.com
State Bar No. 07281500
John C. Eichman
jeichman@hunton.com
State Bar No. 06494800
Amy S. Bowen
abowen@hunton.com
State Bar No. 24028216

**ATTORNEYS FOR DEFENDANT
JPMORGAN CHASE BANK, N.A., AS
TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager on September 15, 2014:

Mr. George Spencer, Jr.
Mr. Jeffrey J. Jowers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205
spencer@clemmens-spencer.com
jjowers@clemens-spencer.com

Mr. David R. Deary
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
davidd@LFDlaw.com
jimf@LFDlaw.com
jevans@LFDlaw.com

Mr. James L. Drought
Mr. Ian Bolden
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205
jld@ddb-law.com
itb@ddb-law.com

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
sbadger@zelle.com
ajones@zelle.com

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78216
rtinsman@tsslawyers.com
ssavage@tsslawyers.com

Mr. John B. Massopust
ZELLE HOFMANN VOELBEL & MASON
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152
jmassopu@zelle.com

Mr. Michael S. Christian
ZELLE HOFMANN VOELBEL & MASON
44 Montgomery Street, Suite 3400
San Francisco, California 94104
mchristian@zelle.com

Mr. Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152
mgollinger@zelle.com

Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046
fstumpf@gpm-law.com

/s/ David Jed Williams
David Jed Williams

Hornberger Sheehan Fuller & Garza INCORPORATED

September 5, 2014

Via Email

Mr. James L. Drought
Mr. Ian Bolden
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205

Via Email

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78216

Via Email

Mr. Michael S. Christian
ZELLE HOFMANN VOELBEL & MASON
44 Montgomery Street, Suite 3400
San Francisco, California 94104

Via Email

Mr. Fred W. Stumpf
BOYER JACOBS SHORT
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

Via Email

Mr. Ronald A Simank
SCHAUER & SIMANK, P.C.
615 North Upper Broadway, Suite 2000
Corpus Christi, Texas 78401

Via Email

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

Via Email

Mr. John B. Massopust
Mr. Matthew H. Gollinger
ZELLE HOFMANN VOELBEL & MASON
Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152

Via Email

Mr. Jim L. Flegle
Mr. David Deary
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

Via Email

Mr. George Spencer, Jr.
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

Re: Cause No. 2010-CI-10977, *John K. Meyer, et al. vs. JP Morgan Chase Bank, N.A., et al.*, in the 225th Judicial District Court of Bexar County, Texas

Dear Counsel:

This letter confirms our agreement as follows:

1. Defendant's and Plaintiffs' counsel agree that with regard to all information produced by EOG Resources, Inc. ("EOG") in the course of this litigation which are marked "Confidential", the Agreed Protective Order signed November 14, 2011, shall be modified as follows:

- A. Paragraph 3: "Qualified Persons," as used therein shall mean:
- a. Attorneys of record for the parties and in-house counsel for corporate parties in this litigation and employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;
 - b. Actual or potential independent experts or consultants who have signed a document in form of the attached "Exhibit A";
 - c. [Deleted]
 - d. Any other person designated as a Qualified Person by order of this Court, after notice and hearing to all parties, or by written agreement of the parties.
- B. Paragraph 5: The following sentence shall be added to the end of Paragraph 5: "All information produced by EOG in the course of this litigation which is marked 'Confidential' shall be treated as confidential and subject to the provisions of this Order if used at depositions."

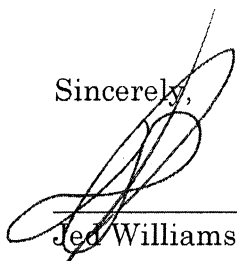
C. Paragraph 10: The following sentence shall be added to the end of Paragraph 10: “The parties hereby waive any right to challenge and shall be precluded from challenging the propriety of EOG’s designation of any information as ‘Confidential.’”

2. Defendant’s and Plaintiffs’ counsel further agree that if any other third-party recipients of discovery requests or subpoenas should demand the same—or less restrictive—modifications to the November 14, 2011 Agreed Protective Order set forth herein as a prerequisite to their production of confidential and/or non-public proprietary information, the parties shall enter into future TRCP 11 agreements setting forth such modifications.

3. Counsel for EOG agrees to produce documents responsive to the Deposition Subpoena Duces Tecum to Produce Documents Defendant served on EOG on July 7, 2014 within seven (7) days after receipt of a copy of this letter signed by counsel for Defendant and Plaintiffs.

Please sign below to indicate your acceptance and agreement to the filing of this letter as a TRCP 11 agreement.

Sincerely,



Jed Williams

AGREED AND ACCEPTED:

Mr. George Spencer, Jr.
CLEMENS & SPENCER

C. Paragraph 10: The following sentence shall be added to the end of Paragraph 10: "The parties hereby waive any right to challenge and shall be precluded from challenging the propriety of EOG's designation of any information as 'Confidential.'"

2. Defendant's and Plaintiffs' counsel further agree that if any other third-party recipients of discovery requests or subpoenas should demand the same—or less restrictive—modifications to the November 14, 2011 Agreed Protective Order set forth herein as a prerequisite to their production of confidential and/or non-public proprietary information, the parties shall enter into future TRCP 11 agreements setting forth such modifications.

3. Counsel for EOG agrees to produce documents responsive to the Deposition Subpoena Duces Tecum to Produce Documents Defendant served on EOG on July 7, 2014 within seven (7) days after receipt of a copy of this letter signed by counsel for Defendant and Plaintiffs.

Please sign below to indicate your acceptance and agreement to the filing of this letter as a TRCP 11 agreement.

Sincerely,

Jed Williams

AGREED AND ACCEPTED:

George Spender
Mr. George Spender, Jr.
CLEMENS & SPENCER

by permission
gspencer

gsp

TRCP 11 Agreement
September 5, 2014
Page 4

James L Drought by permission
Mr. James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP *JL Drought*

Richard Tinsman by permission
Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC. *JL Drought*

Jim L Flegle
Mr. Jim L. Flegle
Mr. Michael J. Donley
LOEWINSOHN FLEGLE DEARY, L.L.P.

John Massopust by permission
Mr. John B. Massopust
ZELLE HOFMANN VOELBEL & MASON *JL Drought*

Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY

Mr. Ronald A Simank
SCHAUER & SIMANK, P.C.

cc: Mr. Charles A. Gall
Mr. John C. Eichman
Ms. Amy S. Bowen
HUNTON & WILLIAMS LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Via Email

{00063708.1}

Hornberger Sheehan Fuller & Garza
INCORPORATED

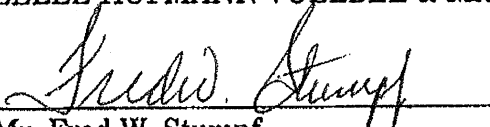
TRCP 11 Agreement
September 5, 2014
Page 4

Mr. James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP

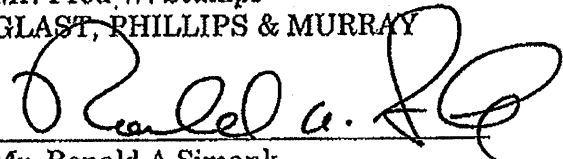
Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.

Mr. Jim L. Flegle
Mr. Michael J. Donley
LOEWINSOHN FLEGLE DEARY, L.L.P.

Mr. John B. Massopust
ZELLE HOFMANN VOELBEL & MASON



Mr. Fred W. Stumpf
GLAST, PHILLIPS & MURRAY



Mr. Ronald A Simank
SCHAUER & SIMANK, P.C.

cc: Mr. Charles A. Gall
Mr. John C. Eichman
Ms. Amy S. Bowen
HUNTON & WILLIAMS LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Via Email

{00063708.1}

Hornberger Sheehan Fuller & Garza
INCORPORATED



Do You Want a Record of This Proceeding?

If so, fill this form out (PLEASE PRINT) and hand it to the Court Reporter.
Ask for the Court Reporter's business card

Today's Date 9/15/2014 Heard in the 225th District Court

Cause No.: 2010 - CF - 10977 Court Filed: 225th

Style: John Meyer et. al vs.

Attorney(s) for Plaintiff/Petitioner

- 1. Matt Gollinger for Wells Fargo - Norant
- 2. George Spencer for Allen Papp
- 3. _____ for _____

Attorney(s) for Defendant/Respondent:

- 1. Patrick K. Sheehan for JP Morgan
- 2. _____ for _____
- 3. _____ for _____
- 4. _____ for _____

Ad Litem Attorney: _____ for _____

Intervenor Attorney: _____ for _____

Judge: SAKAI Court reporter: _____

Interpreter: _____

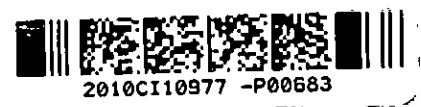
RT091514-0858

M9-14 File 42

DONNA KAY NEKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 SEP 15 AM 9:41
 DEPUTY
 [Signature]

Saban
JPK

30 min
JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 09/15/2014 08:30AM

SETTING COURT: 109

STYLE: JOHN K MEYER
VS. JP MORGAN CHASE BANK N A ET AL

DISCOVERY LEVEL: 2

ATTORNEY(S) FOR CASE:

- MARK RANDOLPH
- JAMES DROUGHT
- STEVEN BADGER
- MATTHEW GOLLINGER
- JOHN EICHMAN
- MARK JOSEPHS
- FRED STUMPF
- DAVID BUTTERBAUGH

*Plaintiff / Mount
Wells Fargo Bank*

Defendant J. Morgan
PATRICK SHEEHAN
JIM FLEGE
JOHN MASSOPUST
RUDY GARZA
DAVID WILLIAMS
RICHARD TINSMAN
IAN BOLDEN

09/01/2014-09/30/2014

Case Spence - Plaintiff ET AL.

THIS CASE HAS 15 OR MORE ATTORNEYS

TYPE OF MOTION OR APPLICATION:

MOTION FOR LEAVE TO FILE 3RD AMENDED PETITION IN INTERVENTION

MJG

CONFERRING _____ ESTIMATE HEARING TIME 30 min
 AGREED ORDER _____ ASSIGNED COURT 225 B Dist. Ct
 DROP _____ RECORD TAKEN Record taken by:
 INTERPRETER _____ RESET DATE Cindy Hyatt

DATE OF NOTES 9/15/14

JUDGE INITIALS _____

*Plaintiff - Intervenor Wells Fargo, N.A.'s
Motion for leave to file 3rd Amended Petition in Intervention
is Granted*

Donna Kay McKinney
 DEPUTY DISTRICT CLERK
 BEXAR COUNTY
 14 SEP 15 AM 9:41
 FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 OK510A)

PROPERTY OF BEXAR COUNTY DISTRICT CLERK'S OFFICE

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL

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IN THE DISTRICT COURT

VS.

225TH JUDICIAL DISTRICT

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST and
GARY P. AYMES

BEXAR COUNTY, TEXAS

VERIFICATION OF POSTING NOTICE UNDER RULE 76a

TO THE HONORABLE JUDGE OF SAID COURT:

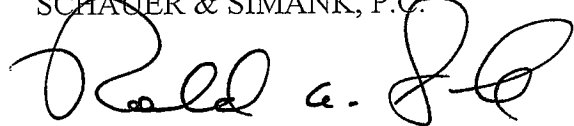
NOW COMES EOG Resources, Inc. ("EOG"), by and through counsel of record and files this its verified copy of posted notice pursuant to Texas Rules of Civil Procedure 76a(3).

I.

On October 13, 2014, in accordance with Rule 76a(3), the public notice attached hereto as Exhibit "A" was posted at the Bexar County Courthouse at the place where notices for meetings of county government bodies are required to be posted.

Respectfully submitted:

SCHAUER & SIMANK, P.C.



Ronald A. Simank
State Bar No. 18359400
615 North Upper Broadway, Suite 700
Corpus Christi, Texas 78401
Telephone: 361.884.2800
Facsimile: 361.884.2822
rsimank@cctlaw.com

ATTORNEYS FOR EOG RESOURCES, INC.

CERTIFICATE OF SERVICE

I do hereby certify that on the 15th day of October, 2014, a true and correct copy of the above and foregoing instrument was deposited in the United States mail, by Certified Mail, Return Receipt Requested, postage prepaid to the following:

Patrick K. Sheehan
David Jed Williams
Hornberger Sheehan Fuller & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Charles A. Gall
John C. Eichman
Hunton & Williams LLP
1445 Ross Ave., Suite 3700
Dallas, TX 75202

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David R. Deary
Jim L. Flegle
Loewinsohn Flegle Deary, LLP
12377 Merit Drive, Suite 900
Dallas, TX 75251

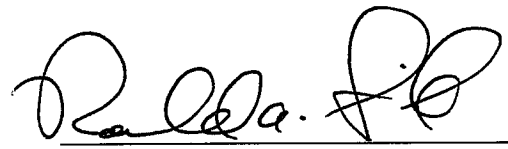
John B. Massopust
Matthew Gollinger

Zelle Hofmann Voelbel & Mason LLP
500 Washington Ave. South, Suite 4000
Minneapolis, MN 55415-1152

Michael S. Christian
Zelle Hofmann Voelbel & Mason
44 Montgomery Street, Suite 3400
San Francisco, CA 94104

Fred W. Stumpf
Glast, Phillips & Murray
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

Steven J. Badger
Ashley Bennett Jones
Zelle Hofmann Voelbel & Mason
901 Main Street, Suite 4000
Dallas, TX 75202-3975

A handwritten signature in black ink, appearing to read "Ronald A. Simank", written over a horizontal line.

Ronald A. Simank

VERIFICATION

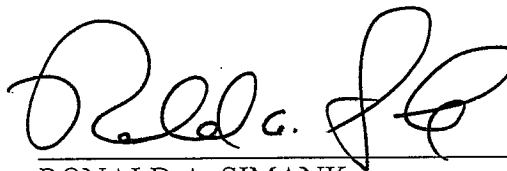
225TH

STATE OF TEXAS §
 §
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, personally appeared Ronald A. Simank, who,
being by me duly sworn, deposed as follows:

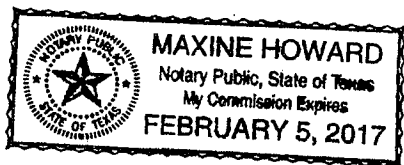
“I am an attorney with Schauer & Simank, P.C., representing Defendant, EOG Resources, Inc. I have read the foregoing Pleading, and all matters stated therein are true and correct and within my personal knowledge.

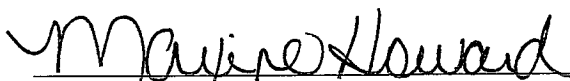
“Further Affiant sayeth not.”



RONALD A. SIMANK

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th day of October, 2014,
to certify which witness my hand and seal of office.





Notary Public, State of Texas

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL

VS.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST and
GARY P. AYMES

§
§
§
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§

IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

NOTICE OF MOTION TO SEAL RECORDS

A hearing will be held in open Court on a motion by EOG Resources, Inc., to seal the records specified below in the above and entitled case.

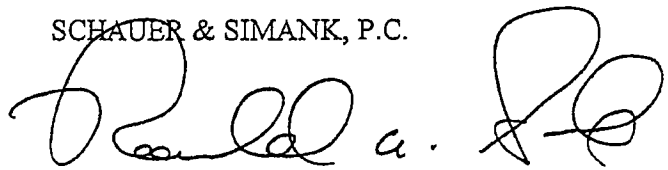
Any person may intervene and be heard concerning the sealing of the records. The hearing will be held on October 28, 2014, at 9:00 a.m., in the Courtroom, Room 109, in San Antonio, Texas.

The underlying action is brought against JPMorgan Chase Bank, N.A. alleging that the Defendant breached its fiduciary duties as trustee for the South Texas Syndicate Trust.

The records the Movant seeks to seal are documents related to various mineral leases between EOG and nonparties to this action. Such records have been produced to the Defendant herein with the understanding that they would remain confidential.

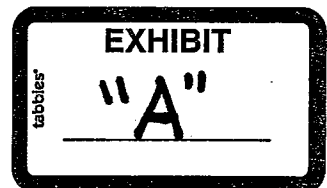
Respectfully submitted:

SCHAUER & SIMANK, P.C.



Ronald A. Simank
State Bar No. 18359400
615 North Upper Broadway, Suite 700
Corpus Christi, Texas 78401

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
2014 OCT 13 PM 4:01
DEPUTY
BY _____



Telephone: 361.884.2800
Facsimile: 361.884.2822
rsimank@cctlaw.com

ATTORNEYS FOR EOG RESOURCES, INC.

CERTIFICATE OF SERVICE

I do hereby certify that on the 13th day of October, 2014, a true and correct copy of the above and foregoing instrument was deposited in the United States mail, postage prepaid to the following:

via Certified Mail, RRR

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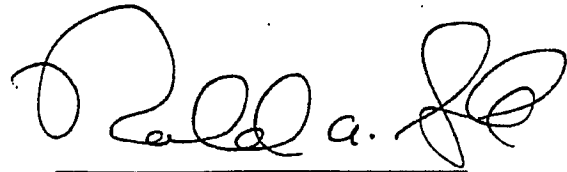
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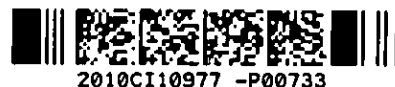
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Dallas, TX 75202-3975

A handwritten signature in black ink, appearing to read "Ronald A. Simank". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Ronald A. Simank

Non Jury: 4 days or less
Jury Trial: 4 weeks



Do You Want a Record of This Proceeding?

If so, fill this form out (PLEASE PRINT) and hand it to the Court Reporter.
Ask for the Court Reporter's business card

Today's Date Mon., 10/13/14 - Heard in the 225th District Court

Cause No.: 2010-CI-10977 Court Filed: 225th

Style: Meyer, et al vs. JP Morgan Chase Bank, N.A., et al

Attorney(s) for Plaintiff/Petitioner

Maithe Jaraizal

① 1. Jim Flegle for Plfs

2. Tyler M. Simpson for " "

3. Ian Bolden for " "

Mike Christian *Carol Targuian*
Attorney(s) for Defendant/Respondent:

① 1. Chuck Gall & John for Hunton Williams

Eichman

2. Patrick Sheehan & Ted Williams for Hornberger Sheelan, Inc.

3. Kevin Beitar for McGinnis Lochridge

4. Rudely Garza for Hornberger Sheelan, Inc

Ad Litem Attorney: X for _____

Intervenor Attorney: X for _____

Judge: P. Sakai Court reporter: BW & Cindy Hyatt

Interpreter: X

Mon., 10/13/14: Exhs: Plf: 1-2, Dft: 1-14 (Number 4 skipped) All admitted

Junkin

14 OCT 13 PM 3:59

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

Telephone: 361.884.2800
Facsimile: 361.884.2822
rsimank@cctxlaw.com

ATTORNEYS FOR EOG RESOURCES, INC.

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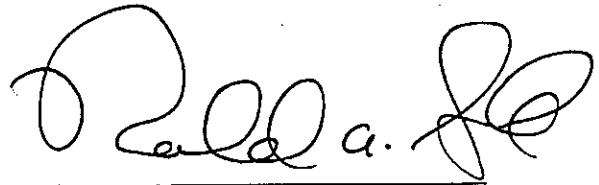
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Dallas, TX 75202-3975

A handwritten signature in black ink, appearing to read "Ronald A. Simank". The signature is stylized with large loops and a long horizontal stroke at the end.

Ronald A. Simank

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	225 TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST and	§	
GARY P. AYMES	§	BEXAR COUNTY, TEXAS

MOTION TO SEAL RECORDS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES EOG Resources, Inc. ("EOG"), and moves this Court to seal the records specified below in the above-entitled case and in support of this motion would show the Court as follows:

I.

On November 14, 2011, the Court granted an Agreed Protective Order requested by the parties hereto. A copy of such order is attached as Exhibit 1. Thereafter, on February 13, 2014, the Court signed an agreed order extending the protections of the November 14, 2011, order to non-party individuals and companies that had been requested to produce documents. A copy of this order is attached as Exhibit 2.

II.

On July 7, 2014, Defendant JPMorgan Chase Bank, N.A. ("The Bank") served on EOG, a nonparty, a deposition on written questions and subpoena duces tecum seeking EOG documents related to the leasing of properties in three Texas counties. EOG responded, objecting to such discovery as seeking documents that were both proprietary and confidential to EOG. A copy of said responses are attached hereto as Exhibit 3. Concurrently with its objections, EOG filed a

motion for protective order seeking relief from producing the documents in question. A copy of such motion is attached hereto as Exhibit 4.

III.

EOG and the parties to this action entered into a Rule 11 Agreement whereby all documents produced by EOG in this matter would be treated as confidential. A copy of such agreement is attached as Exhibit 5. On October 8, 2014, counsel for Defendant JPMorgan Chase Bank, N.A. gave notice to EOG that it intended to introduce the confidential EOG documents into evidence at trial. Such notice is attached as Exhibit 6.

IV.

EOG seeks an order sealing the documents previously produced pursuant to Rule 76a of the Texas Rules of Civil Procedure. As exhibits in the trial of this matter, such documents will become court records and subject to access by the public. *Dallas Morning News v. Fifth Court of Appeals*, 842 S.W2d 655, 659 (Tex. 1992).

V.

Movant has the following interest in sealing the above specified records: The information requested is confidential and proprietary and public dissemination of that information would harm Movant and its ability to conduct business by providing its competitors with information that they could not otherwise acquire. Such documents represent trade secrets and as such justify restricting access under Rule 76a. *Oryon Technologies, Inc. v. Marcus*, 429 S.W.3d 762, 764 (Tex. App.-Dallas 2014, no pet.).

VI.

This motion is made on the grounds that a specific, serious, and substantial interest clearly outweighs any presumption of openness and any probable adverse effect sealing will

have on general public health and safety. More specifically, as set forth in the Affidavit of Steven W. Ellis filed in support of this motion: The documents at issue contain information related to the specific mineral leases referenced in the subpoena duces tecum. EOG considers such information confidential and proprietary and not contained within the public domain. EOG treats such information as confidential and providing this information to EOG's competitors would give them an advantage by knowing the terms and conditions upon which EOG is willing to lease property in these areas.

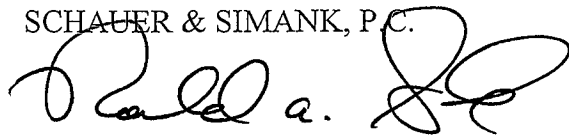
VII.

No less restricted means than sealing the above-described documents will adequately and effectively protect the specific interest of Movant, as alleged above because disclosure of the documents at issue will destroy the property interest EOG has in such trade secrets. *Id.* The information EOG considers protected is the very information Defendant seeks to introduce into evidence as trial exhibits.

WHEREFORE, Movant requests that all parties hereto take notice of this motion and that, on final hearing of the matter, the Court order the above described court records to be sealed and grant such other and further relief to which Movant is justly entitled.

Respectfully submitted:

SCHAUER & SIMANK, P.C.



Ronald A. Simank
State Bar No. 18359400
615 North Upper Broadway, Suite 700
Corpus Christi, Texas 78401
Telephone: 361.884.2800
Facsimile: 361.884.2822
rsimank@cctlaw.com

ATTORNEYS FOR EOG RESOURCES, INC.

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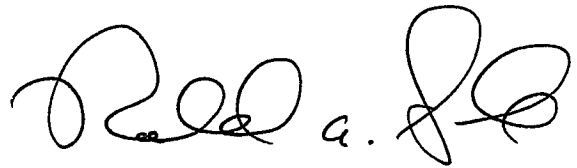
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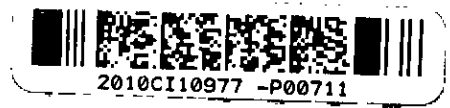
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Dallas, TX 75202-3975

A handwritten signature in black ink, appearing to read "Ronald A. Simank". The signature is written in a cursive style with large, looping letters. It is positioned above a horizontal line.

Ronald A. Simank



Judge Sol Casseb III
 288th District Court
 Bexar County Courthouse
 100 Dolorosa, San Antonio, TX 78205
 (210) 335-2663 Office
 (210) 335-0593 Fax

FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 OCT - 9 PM 2: 03
 BY *[Signature]*

October 9, 2014

Mr. James Drought, Attorney at Law
 112 E. Pecan St.
 San Antonio, Texas 78205

(Via Facsimile)

Mr. David Jed Williams, Attorney at Law
 7373 Broadway St.
 San Antonio, Texas 78209

(Via Facsimile)

RE: Cause No. 2010-CI-10977, John K. Meyer vs JP Morgan Chase Bank NA Etal;
 In the 225th Judicial District Court of Bexar County, Texas.

Dear Counsel:

I am enclosing the Court's ruling, on the matter presented on October 8, 2014,
 which is contained in the enclosed "Judge's Notes".

Very Truly Yours,

[Handwritten Signature]

Sol Casseb III
 Judge Presiding

Cc: file

TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2014 13:58
NAME :
FAX : 2103350593
TEL :
SER.# : M9N659864

DATE, TIME	10/09 13:57
FAX NO./NAME	92220586
DURATION	00:00:31
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2014 13:59
NAME :
FAX : 2103350593
TEL :
SER.# : M9N659864

DATE, TIME	10/09 13:58
FAX NO./NAME	92711730
DURATION	00:00:31
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

Cassels
4th Fl.

20 min
JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 10/08/2014 08:30AM

SETTING COURT: 109

STYLE: JOHN K MEYER
VS. JP MORGAN CHASE BANK N A ET AL

DISCOVERY LEVEL: 2

ATTORNEY(S) FOR CASE:

MARK RANDOLPH
JAMES DROUGHT Fax 2220582
STEVEN BADGER
MATTHEW COLLINGER
JOHN EICHMAN
MARK JOSEPHS
FRED STUMPF
DAVID BUTTERBAUGH

PATRICK SHEEHAN
JIM FLEGLE
JOHN MASSOPUST
RUDY GARZA
DAVID WILLIAMS Fax 2711730
RICHARD TINSMAN
IAN BOLDEN

THIS CASE HAS 15 OR MORE ATTORNEYS

TYPE OF MOTION OR APPLICATION:

NON-JURY SETTING ON MOTION TO COMPEL

JLD

CONFERRING _____ ESTIMATE HEARING TIME 20 min
AGREED ORDER _____ ASSIGNED COURT 2887A
DROP _____ RECORD TAKEN yes - Herminia Torres
INTERPRETER _____ RESET DATE _____ TIME _____

DATE OF NOTES 10-8-14

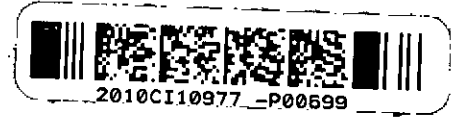
JUDGE INITIALS DCG

Plaintiff's M/ Compel granted.
Morgan Chase +/or Successor Trustee +/or
Cox Smith ordered to tender Tax Opener
w/in 5 days.

FILED
DONNA KAY HASKINNEY
DISTRICT CLERK
BEXAR COUNTY
14 OCT -9 PM 2:03
DEPUTY
BY [Signature]

Cabriel 4/11 F1

30 min
JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 09/24/2014 08:30AM

SETTING COURT: 109

STYLE: JOHN K MEYER
VS. JP MORGAN CHASE BANK N A ET AL

DISCOVERY LEVEL: 2

ATTORNEY(S) FOR CASE:

MARK RANDOLPH
JAMES DROUGHT
STEVEN BADGER
MATTHEW GOLLINGER
JOHN EICHMAN
MARK JOSEPHS
FRED STUMPF
DAVID BUTTERBAUGH

PATRICK SHEEHAN
JIM FLEGLE
JOHN MASSOPUST
RUDY GARZA
DAVID WILLIAMS
RICHARD TINSMAN
IAN BOLDEN

09/01/2014-09/30/2014

THIS CASE HAS 15 OR MORE ATTORNEYS

TYPE OF MOTION OR APPLICATION:

NON-JURY RESET ON M/T QUASH AND M/F PROTECTIVE ORD

*Scm Inell
George Spence*

FILED
DONNA KAY HEKINNEY
DISTRICT CLERK
BEXAR COUNTY
14 SEP 24 AM 8:24
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DEPUTY

CONFERRING _____ ESTIMATE HEARING TIME _____

AGREED ORDER _____ ASSIGNED COURT _____

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INTERPRETER _____ RESET DATE _____ TIME _____

DATE OF NOTES _____

JD Cabriel
JUDGE INITIALS _____

Record by: *Maria Fatcha*
~~Yvonne Bar~~
~~(210) 335-2057~~

M/ quash - granted

CAUSE NO. 2010-CI-10977



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JOHN K. MEYER, ET AL) IN THE DISTRICT COURT
)
vs.) BEXAR COUNTY, TEXAS
)
JP MORGAN CHASE BANK, N.A.)
INDIVIDUALLY/CORPORATELY)
AND AS TRUSTEE OF THE)
SOUTH TEXAS SYNDICATE)
TRUST) 225th JUDICIAL DISTRICT

CRT

REPORTER'S CERTIFICATE

ORAL VIDEOTAPED DEPOSITION OF RON DIERKER

August 8, 2014

FILED
DOMINA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
2014 OCT -2 PM 2:48
DEPUTY
BY *Monica Foreman*

I, Shauna Foreman, Certified Shorthand Reporter
in and for the State of Texas, hereby certify to the
following:

That the witness, RON DIERKER, was duly sworn
and that the transcript of the deposition is a true
record of the testimony given by the witness;

That the deposition transcript was duly
submitted on 8-12-14 to the witness or to
the attorney for the witness for examination,
signature, and return to me by

9-09-14

That pursuant to information given to the
deposition officer at the time said testimony was
taken, the following includes all parties of record

1 and the amount of time used by each party at the time
2 of the deposition:

3 Jim Flegle (2h1m)
4 Attorney for Plaintiff
5 John Eichman (0h15m)
6 Attorney for Defendant

7 That a copy of this certificate was served on
8 all parties shown herein on 9-25-14
9 and filed with the Clerk.

10 I further certify that I am neither counsel for,
11 related to, nor employed by any of the parties in the
12 action in which this proceeding was taken, and
13 further that I am not financially or otherwise
14 interested in the outcome of this action.

15 Further certification requirements pursuant to
16 Rule 203 of the Texas Code of Civil Procedure will be
17 complied with after they have occurred.

18 Certified to by me on this 8th day of
19 August, 2014.

20 Shauna Foreman



21 Shauna Foreman, CSR
22 Texas CSR 3786
23 Expiration: 12/31/2014
24 Kim Tindall & Associates
25 16414 San Pedro, Suite 900
San Antonio, Texas 78232
(210) 697-3400
Firm No. 631

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FURTHER CERTIFICATION UNDER TRCP RULE 203

The original deposition was was not returned to the deposition officer on 9-08-14.

If returned, the attached Changes and Signature page(s) contain(s) any changes and the reasons therefor.

If returned, the original deposition was delivered to Jim Flegle, Custodial Attorney.

~~\$555.00~~ is the deposition officer's charges to the Plaintiff for preparing the original deposition and any copies of exhibits;

The deposition was delivered in accordance with Rule 203.3, and a copy of this certificate, served on all parties shown herein, was filed with the Clerk.

Certified to by me on this 8th day of Sept., 2014.

By BW

Shauna Foreman

Shauna Foreman, CSR
Texas CSR 3786
Expiration: 12/31/2014
Kim Tindall & Associates
16414 San Pedro, Suite 900
San Antonio, Texas 78232
(210) 697-3400

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CHANGES AND SIGNATURE

PAGE LINE CHANGE

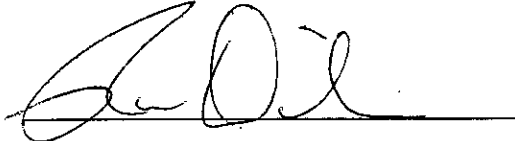
REASON

**CHANGES TO
DEPOSITION OF RON DIERKER**

AUGUST 8, 2014

<u>PAGE</u>	<u>LINE</u>	<u>CHANGE</u>	<u>REASON</u>
5	12	Change: "72 Main Street." to "712 Main Street."	Transcription Error
22	8	Change: "Peribas" to "Paribas"	Transcription Error
23	9		
23	14		
24	7		
34	15		
24	2	Change: "but given the factual of these are loaded onto websites" to "but given the fact that these are loaded onto websites"	Transcription Error
24	8	Change: "a site called Sintrack." to "a site called Syndtrak."	Transcription Error
29	9	Change: "well, approved debt that would be lower" to "well, approved deck that would be lower"	Transcription Error
31	12	Change: "FCC website" to "SEC website"	Transcription Error
44	2	Change: "it's at the same time that we press released it." to "it's at the same time that they press released it."	Transcription Error
58	23	Change: "but we certainly did not raise the 1.5 million" to "but we certainly did not raise the 1.5 billion"	Transcription Error
64	11	Change: "Corrine Loeffler" to "Correne Loeffler"	Transcription Error
64	12		
69	12	Change: "anti-TINE and other regulatory environment" to "Anti-tying and other regulatory environment"	Transcription Error
72	17-18	Change: "whether it be a gap or market transaction" to "whether it be a capital market transaction"	Transcription Error
72	21	Change: "but if that is not the case then you don't need to know definition." to "but if that is not the case then you don't meet the need to know definition."	Transcription Error

1 I, RON DIERKER, have read the foregoing
 2 deposition and hereby affix my signature that same is
 3 true and correct, except as noted above.

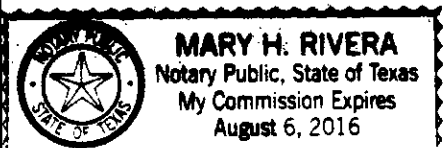
4 

5
6 RON DIERKER

7
8 THE STATE OF Texas)
9 COUNTY OF Harris)

10
11 Before me, Mary H. Rivera, on this
12 day personally appeared RON DIERKER, known to me or
13 proved to me on the oath of _____ or
14 through Texas Drivers License (description of
15 identity card or other document) to be the person
16 whose name is subscribed to the foregoing instrument
17 and acknowledged to me that he/she executed the same
18 for the purpose and consideration therein expressed.

19 Given under my hand and seal of office on this
20 4 day of September 2014.



23 Mary H. Rivera
24 NOTARY PUBLIC IN AND FOR
25 THE STATE OF Texas

My Commission Expires: Aug. 6, 2016

CAUSE NO. 2010-CI-10977



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JOHN K. MEYER, ET AL) IN THE DISTRICT COURT
)
 vs.) BEXAR COUNTY, TEXAS
)
 JP MORGAN CHASE BANK, N.A.)
 INDIVIDUALLY/CORPORATELY)
 AND AS TRUSTEE OF THE)
 SOUTH TEXAS SYNDICATE)
 TRUST) 225th JUDICIAL DISTRICT

OK

REPORTER'S CERTIFICATE

ORAL VIDEOTAPED DEPOSITION OF JACK SMITH

August 8, 2014

By Maria Lopez

DEPUTY

14 OCT - 2 PM 2:48

FILED
DONNA KAY HEKINNEY
DISTRICT CLERK
BEXAR COUNTY

I, Shauna Foreman, Certified Shorthand Reporter
in and for the State of Texas, hereby certify to the
following:

That the witness, JACK SMITH, was duly sworn and
that the transcript of the deposition is a true
record of the testimony given by the witness;

That the deposition transcript was duly
submitted on 8-12-14 to the witness or to
the attorney for the witness for examination,
signature, and return to me by

9-09-14

That pursuant to information given to the
deposition officer at the time said testimony was
taken, the following includes all parties of record

1 and the amount of time used by each party at the time
2 of the deposition:

3 Jim Flegle (2h00m)
4 Attorney for Plaintiff
5 John Eichman (0h23m)
6 Attorney for Defendant

7 That a copy of this certificate was served on
8 all parties shown herein on 9-25-14
9 and filed with the Clerk.

10 I further certify that I am neither counsel for,
11 related to, nor employed by any of the parties in the
12 action in which this proceeding was taken, and
13 further that I am not financially or otherwise
14 interested in the outcome of this action.

15 Further certification requirements pursuant to
16 Rule 203 of the Texas Code of Civil Procedure will be
17 complied with after they have occurred.

18 Certified to by me on this 8th day of
19 August, 2014.

20 Shauna Foreman



21 Shauna Foreman, CSR
22 Texas CSR 3786
23 Expiration: 12/31/2014
24 Kim Tindall & Associates
25 16414 San Pedro, Suite 900
San Antonio, Texas 78232
(210) 697-3400
Firm No. 631

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FURTHER CERTIFICATION UNDER TRCP RULE 203

The original deposition ~~was~~ was not returned to the deposition officer on 9-09-14.

If returned, the attached Changes and Signature page(s) contain(s) any changes and the reasons therefor.

If returned, the original deposition was delivered to Jim Flegle, Custodial Attorney.

~~\$80.00~~ is the deposition officer's charges to the Plaintiff for preparing the original deposition and any copies of exhibits;

The deposition was delivered in accordance with Rule 203.3, and a copy of this certificate, served on all parties shown herein, was filed with the Clerk.

Certified to by me on this 8th day of Sept, 2014.

Shauna Foreman By BW

Shauna Foreman, CSR
Texas CSR 3786
Expiration: 12/31/2014
Kim Tindall & Associates
16414 San Pedro, Suite 900
San Antonio, Texas 78232
(210) 697-3400

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CHANGES AND SIGNATURE

PAGE LINE CHANGE

REASON

Kim Tindall and Associates, LLC
210-697-3400

645 Lockhill Selma, Suite 200

San Antonio, Texas 78216
210-697-3408

Electronically signed by Shauna Foreman (301-061-406-7736)

3c15e8e9-ffe2-47ee-a542-a489c3e6983e

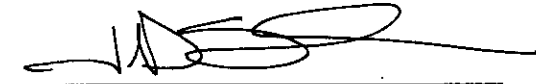
**CHANGES TO
DEPOSITION OF JACK SMITH**

AUGUST 8, 2014

<u>PAGE</u>	<u>LINE</u>	<u>CHANGE</u>	<u>REASON</u>
8	8	Change: "I'm in our leverage demands business." to "I'm in our leveraged finance business."	Transcription Error
17	2-3	Change: "other job since making the switch to leverage finance has been leverage finance." to "other job since making the switch to leveraged finance has been leveraged finance."	Transcription Error
92	22	Change: "It would have been on the covering of an" to "It would have been on the cover of an"	Transcription Error

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I, JACK SMITH, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

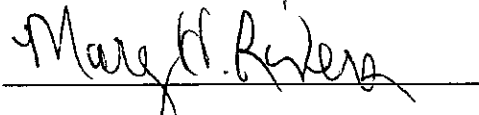


JACK SMITH

THE STATE OF Texas)
COUNTY OF Harris)

Before me, Mary H. Rivera, on this day personally appeared JACK SMITH, known to me or proved to me on the oath of _____ or through Texas Driver's License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this 5 day of September 2014.



NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

My Commission Expires: Aug 6, 2016

(Consolidated Under)
NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
JP MORGAN CHASE BANK, N.A.,	§	BEXAR COUNTY, TEXAS
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
	§	
	§	
Defendants.	§	225 TH JUDICIAL DISTRICT

**PLAINTIFF-INTERVENOR WELLS FARGO BANK, N.A.’S
THIRD AMENDED PLEA IN INTERVENTION**

Pursuant to Texas Rule of Civil Procedure 60, Plaintiff-Intervenor Wells Fargo Bank, N.A., as Trustee/Co-Trustee, files this Third Amended Plea in Intervention, and states as follows:

I.

IDENTITY OF PLAINTIFF-INTERVENOR

1. Plaintiff-Intervenor Wells Fargo Bank, N.A., is a national banking association and serves as trustee or co-trustee for twenty-two (22) trust entities (“Trusts”) that hold Certificates of Beneficial Interest in the South Texas Syndicate Trust (hereinafter, the “STS Trust”). Plaintiff-Intervenor files this Third Amended Plea in Intervention in its fiduciary capacities on behalf of such Trusts.

2. Plaintiff-Intervenor has a right to intervene in this action under Texas Rule of Civil Procedure 60 because Plaintiff-Intervenor has a present justiciable interest in this litigation. The claims asserted by the Plaintiffs in Plaintiffs’ Seventh Amended and Supplemental Petition and the defenses raised by JP Morgan Chase Bank, N.A. (“Defendant”) in this suit implicate and

affect the Plaintiff-Intervenor's rights and interests, and Plaintiff-Intervenor's presence in this action is essential to the protection of such rights and interests.

II.

HISTORY OF THE SOUTH TEXAS SYNDICATE TRUST

3. In 1906, Jed L. Washburn and five others purchased approximately 132,000 contiguous acres in McMullen and LaSalle Counties, Texas. Title to the property was originally taken in the name of George F. Piper and subsequently transferred in 1917 to Jed L. Washburn.

4. Following Jed L. Washburn's death in 1931, A. McC. Washburn became title holder in 1932. With court approval, the STS Trust was formed and 30,000 Certificates of Beneficial Interest were issued.

5. Following A. McC. Washburn's death in 1939, John T. Pearson was appointed Trustee of the STS Trust.

6. In 1950, the surface rights to the 132,000 acres were sold, leaving the mineral estate as the sole asset of the STS Trust.

7. John T. Pearson died in 1950 without naming a Successor Trustee. The Alamo National Bank was appointed Successor Trustee of the STS Trust on February 12, 1951 by order of the District Court, 73rd Judicial District, Bexar County Texas.

8. In 2001, after several bank mergers, J.P. Morgan Chase Bank, N.A. became Successor Trustee of the STS Trust.

9. In 2008, Petrohawk #1 Discovery well was drilled on STS Trust property and produced substantial results. Additional leases for mineral rights on STS Trust property were negotiated by the Trustee in 2008 through 2011 without exercising the prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust.

III.

SOUTH TEXAS SYNDICATE TRUST LITIGATION

10. The subject matter of the pending Action involves the administration of the STS Trust. The Plaintiffs allege that Defendants have engaged in a pattern of neglect, mismanagement and tortious behavior that has caused hundreds of millions of dollars of damage to STS Trust assets and estate.

11. STS Trust beneficiary John K. Meyer commenced the pending Action against the Defendants for their actions as Trustee of the STS Trust in July 2010. In May 2011, STS Trust beneficiaries John Meyer Jr. and Theodore Meyer filed a Petition in Intervention in the John K. Meyer action.

12. A similar action against Defendants was commenced by STS Trust beneficiary Emilie Blaze in March 2011.

13. In June 2011, by an order of Judge Renee F. McElhaney, the Meyer and Blaze actions were consolidated.

14. On November 15, 2011, the Meyer and Blaze Plaintiffs filed Plaintiffs' Consolidated Second Amended Petition.

15. In January 2012, Plaintiff-Intervenor, as trustee or co-trustee for the twenty-four (24) Trusts holding Certificates of Beneficial Interest in the STS Trust, filed a Plea in Intervention in the pending Action in its fiduciary capacity on behalf of said Trusts.

16. On August 26, 2014, the Plaintiffs filed Plaintiffs' Seventh Amended and Supplemental Petition.

17. Collectively, Plaintiff-Intervenor, together with the other Plaintiffs and Intervenor in this Action, own, hold, and represent substantially in excess of 51% of the 30,000 total units of the STS Trust.

18. Defendants have repeatedly argued that all holders of Certificates of Beneficial Interest in the STS Trust are necessary parties to the pending action.

IV.

PRESENT JUSTICIABLE INTERESTS

19. Plaintiff-Intervenor serves as trustee or co-trustee for twenty-three (23) Trusts that hold Certificates of Beneficial Interest in the STS Trust and therefore is affected by the administration of the STS Trust and has an interest in and/or claim against the STS Trust.

20. Resolution of the claims asserted in the pending Action without the full participation of Plaintiff-Intervenor would be improper and, as a practical matter, may impair or impede Plaintiff-Intervenor's ability to protect its rights and interests, and intervention is therefore essential. Plaintiff-Intervenor is thus entitled to intervene in the pending Action under Texas Rule of Civil Procedure 60.

21. Allowing intervention will not prejudice the parties to the pending Action nor will it cause an excessive multiplication of issues; rather, it will increase the judicial and economic efficiency of the pending Action. Plaintiff-Intervenor previously filed (1) a Plea in Intervention in its capacity as trustee or co-trustee for twenty-four (24) trust entities, (2) an Amended Plea in Intervention and (3) a Second Amended Plea in Intervention – Plaintiff-Intervenor now files this Third Amended Plea in Intervention merely to adopt and incorporate by reference some additional statements and allegations asserted in the Plaintiffs' Seventh Amended and Supplemental Petition. Plaintiff-Intervenor was without sufficient time to review and consider

adoption of some of the statements and allegations in the Plaintiffs' Seventh Amended and Supplemental Petition by the time its Second Amended Plea in Intervention was due to be filed. This Third Amended Plea simply adopts additional allegations and clarifies Plaintiff-Intervenor's position. Therefore, it has no detrimental effect on the litigation and Plaintiff-Intervenor timely brings this Third Amended Plea in Intervention.

V.

CLAIMS

22. Plaintiff-Intervenor adopts and incorporates by reference all statements and allegations asserted in the Plaintiffs' Seventh Amended and Supplemental Petition as if the same were herein set forth in full, except the following specific allegations:

- i. Paragraph 196 in its entirety but instead states that:

By yet again leasing an enormous block of STS Mineral Rights, and giving the block to Petrohawk, which already held 31% of the STS available mineral acres, JP Morgan's exclusive negotiations with Petrohawk resulted in a lack of market competition that breached its duty to the STS Beneficiaries.

- ii. Paragraph 241, subpart 7 in its entirety but instead states that:

Failed to foster a competitive environment which artificially depressed the terms it was offered by the sole participant in the negotiations for the STS Mineral Rights.

23. Plaintiff-Intervenor reserves the right to amend its pleadings to add allegations specific to its interests relating to this matter.

VI.

GENERAL DENIAL

24. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Plaintiff-Intervenor denies each and every, all and singular, of the material allegations in Defendants/Counter-

Petition Plaintiffs' Counter-Petition for Declaratory Relief and Instructions from the Court, and demands strict proof thereof by a preponderance of the evidence.

VII.

PRAYER FOR RELIEF

25. WHEREFORE, Plaintiff-Intervenor requests that the parties take notice of the filing of this Plea in Intervention and prays that upon final hearing Plaintiff-Intervenor has judgment against Defendant for:

- a. Actual damages;
- b. Consequential and incidental damages;
- c. Disgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendant and to third-parties at the direction of Defendant;
- d. Pre- and post-judgment interest at the highest legal rate allowed by law;
- e. All attorneys' fees, expenses, and costs in pursuing this matter;
- f. Exemplary or punitive damages in an amount to be determined at trial;
- g. An order prohibiting Defendant from using STS Trust assets, property, or revenue, to pay attorneys' fees, expenses, and costs in defending this action and any other actions brought by other beneficiaries;
- h. Such other and further relief to which Plaintiff-Intervenor may show itself to be justly entitled; and
- i. Such other, further, and different damages as allowed in accordance with the evidence and applicable law.

Dated September 26, 2014

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

By: /s/ Matthew J. Gollinger
John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415
Telephone: 612-339-2020
Facsimile: 612-336-9100
jmassopust@zelle.com
mgollinger@zelle.com

Steven J. Badger
Texas State Bar No. 01499050
901 Main Street, Suite 4000
Dallas, TX 75202-3975
Telephone: 214-742-3000
Facsimile: 214-760-8994
sbadger@zelle.com

**ATTORNEYS FOR PLAINTIFF-
INTERVENOR**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served on
September 26, 2014, in accordance with the TEXAS RULES OF CIVIL PROCEDURE as follows:

Richard Tinsman
Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, TX 78205
Telephone: 210-225-3121
Facsimile: 210-225-6235

David R. Dreary
Jim L. Flegle
Michael J. Donley
LOEWINSOHN, FLEGLE, DREARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, TX 75251
Telephone: 214-572-1700
Facsimile: 214-572-1717

James L. Drought
DROUGHT, DROUGHT
& BOBBITT, LLP
112 E. Pecan Street, Suite 2900
San Antonio, TX 78205
Telephone: 210-225-4031
Facsimile: 210-222-0586

George H. Spencer, Jr.
CLEMENS & SPENCER, P.C.
112 E. Pecan Street, Suite 1300
San Antonio, TX 78205
Telephone: 210-227-7121
Facsimile: 210-227-0732

Patrick K. Sheehan
David Jed Williams
Rudy Garza
HORNBERGER SHEEHAN FULLER
& BEITER, INC.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209
Telephone: 210-271-1700
Facsimile: 210-271-1730

Kevin M. Beiter
McGinnis Lochridge
600 Congress Ave, Ste. 2100
Austin, TX 78701

Charles A. Gall
John C. Eichman
Amy S. Bowen
Hunton & Williams
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Fred W. Stumpf
Boyer Short, PC
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

Mark T. Josephs
Sara Hollan Chelette
Jackson Walker, LLP
901 Main Street, Suite 6000
Dallas, Texas 75202

/s/ Matthew J. Gollinger
Matthew J. Gollinger

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

V.

J.P. MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE OF FILING OF BANK OF TEXAS LETTER SIGNED BY MARK P. DAY AND
RECEIVED BY TINSMAN & SCIANO, INC. ON SEPTEMBER 23, 2014**

Now comes John K. Meyer, Plaintiff, herein, and files this Notice of Filing of Bank of Texas Letter signed by Mark P. Day and received by Tinsman & Sciano, Inc. See executed Letter attached hereto labeled Exhibit "A".

DATE: September 25th, 2014.

Respectfully submitted,

CLEMENS & SPENCER, P.C.

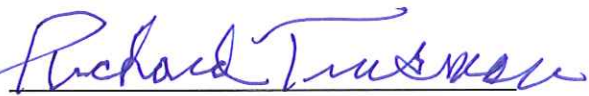
GEORGE SPENCER, JR.
State Bar No. 18921001
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

**DROUGHT DROUGHT
BOBBITT, LLP**

JAMES L. DROUGHT
State Bar No. 06135000
112 E. Pecan St., Suite 2900
San Antonio, Texas 78205
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

TINSMAN & SCIANO, INC.

10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

By: 
RICHARD TINSMAN
State Bar No. 20064000

**LOEWINSOHN
DEARY, L.L.P.**

DAVID R. DEARY
State Bar No. 05624900
JIM L. FLEGLE
State Bar No. 07118600
MICHAEL J. DONLEY
State Bar No. 24045795
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717

**FLEGLE ZELLE HOFMANN VOELBEL &
MASON LLP**

JOHN B. MASSOPUST (pro hac vice)
MATTHEW J. GOLLINGER (pro hac
vice)
MICHAEL CHRISTIAN (pro hac vice)
500 Washington Avenue South, Suite
5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100

STEVEN J. BADGER
Texas State Bar No. 01499050
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
Telephone: (214) 742-3000
Facsimile: (214) 760-8994

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE


I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 25th day of September, 2014:

Patrick K. Sheehan
David Jed Williams
Rudy Garza
Hornberger Sheehan Fuller
Beiter Wittenberg & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Kevin M. Beiter
McGinnis Lochridge
600 Congress Ave, Ste. 2100
Austin, TX 78701

Charles A. Gall
John C. Eichman
Amy S. Bowen
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Fred W. Stumpf
Kelly M. Walne
Boyer Short, PC
Nine Greenway Plaza, Suite 3100
Houston, TX 77046



Richard Tinsman



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST AND GARY P.
AYMES,

Defendants.



IN THE DISTRICT COURT

DEPUTY

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

BY
[Signature]

14 SEP 24 PM 4: 11

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

CRT

SUBPOENA DUCES TECUM

IN AND FOR THE STATE OF TEXAS

To any Sheriff or Constable of the State of Texas or other person authorized to serve subpoenas under Rule 176 of Texas Rules of Civil Procedure.

You are hereby commanded, as required by the Texas Rules of Civil Procedure, to summon U.S. Trust, Bank of America Private Wealth Management, operating through Bank of America, N.A. ("U.S. Trust"), to produce and permit inspection and copying of the documents or tangible evidence within its possession, custody, or control, identified in the attached Exhibit "A."

The requested documents are to be produced on **September 30, 2014 at 2:00 p.m.** at the offices of Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209. The witness is excused from appearing in person if the documents requested in Exhibit "A" are received by Hornberger Sheehan Fuller & Garza Incorporated on or before **2:00 p.m. on September 30, 2014.**

As required by Rule 176, you are advised that Rule 176.8(a) of the Texas Rules of Civil Procedure provides as follows:

Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punished by fine or confinement, or both.

This subpoena is issued at the request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Former Trustee of the South Texas Syndicate Trust, whose attorneys of record are Patrick K. Sheehan, Rudy A. Garza, and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209, Telephone (210) 271-1700, Facsimile (210) 271-1730.

Date of Issuance: September 9, 2014

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209
Telephone: (210) 271-1700
Facsimile: (210) 271-1730

By: /s/ David Jed Williams

Patrick K. Sheehan
psheehan@hsfblaw.com
State Bar No. 18175500
Rudy A. Garza
rugar@hsfblaw.com
State Bar No. 07738200
David Jed Williams
jwilliams@hsfblaw.com
State Bar No. 21518060

MCGINNIS LOCHRIDGE

600 Congress Ave., suite 2100
Austin, Texas 78701
Telephone: (512) 495-6084
Facsimile: (512) 495-6384
Kevin M. Beiter
State Bar No. 02059065

And

HUNTON & WILLIAMS LLP

Charles A. Gall
State Bar No. 07281500
Email: cgall@hunton.com
John C. Eichman
State Bar No. 06494800
Email: jeichman@hunton.com
Amy S. Bowen
State Bar No. 24028216
Email: abowen@hunton.com
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
(214) 979-3000
(214) 880-0011 (fax)

**ATTORNEYS FOR DEFENDANT
JPMORGAN CHASE BANK, N.A.**

MEMORANDUM OF ACCEPTANCE

I hereby accept service of a copy of the attached subpoena.

[signature of witness or counsel for witness]

**AFFIDAVIT
ATTACHED**

Date

OFFICER'S RETURN OF SUBPOENA

____ Came to hand on the ____ day of September, 2014, at ____ o'clock
____.m. and executed on the ____ day of _____, 2014, at ____ o'clock ____m.,

by delivering to the named witness:

Delivered to (Print name):

Manner of Delivery:

at _____, within the County of _____, Texas, in person, a true copy of this subpoena, having tendered said witness a fee in the amount of \$ _____.

Signature of Server: _____

Printed name of Server: _____

Title: _____

Address of Server: _____

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 2014, witness my hand and office seal.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

JOHN K. MEYER, ET AL.

§
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§
§
§

IN THE DISTRICT COURT
225TH JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

V.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST and
GARY P. AYMES

RETURN OF SERVICE

Came to Hand: September 16, 2014 at 2:36 o'clock P.M.

- Subpoena Duces Tecum with Exhibit A,
Notice of Intent to Issue Subpoena for Production of Documents
with Exhibit A

Executed on: September 17, 2014 at 1:40 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by delivering to U.S. TRUST, BANK OF AMERICA PRIVATE WEALTH MANAGEMENT, OPERATING THROUGH BANK OF AMERICA, N.A. BY DELIVERING TO ITS REGISTERED AGENT CT CORPORATION SYSTEM BY DELIVERING TO MARIE GARCIA, in person, a true copy of the above specified civil process having first endorsed on such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and have never been convicted of a felony or misdemeanor involving moral turpitude.

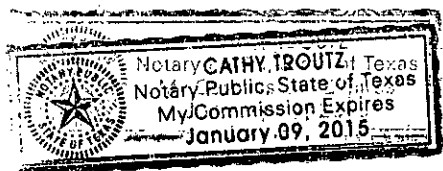
Sworn to this 18th day of September, 2014.

Stephen M. Trout
Stephen M. Trout, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. Given under my hand and seal on this the 18th day of September 2014



Cathy Trout
Notary Public

EXHIBIT A

DOCUMENTS REQUESTED

1. A true and correct copy of the executed Oil & Gas Lease, dated July 15, 2009, entered into between the B. Naylor Morton Trust U/A and Susan N. Moulton.
2. A true and correct copy of the executed letter agreement, dated June 26, 2009, sent by Justin Long and addressed to Brad C. Blackwood, Land Manager, EOG Resources, Inc., 539 North Carancahua, Suite 900, Corpus Christi, Texas 78478-0028.
3. A true and correct copy of any lease/contracts approval forms associated with the agreements referenced in Requests 1 and 2 above.

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY AND
AS TRUSTEE OF THE SOUTH TEXAS
SYNDICATE TRUST AND GARY P.
AYMES,

Defendants.

IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

NOTICE OF INTENT TO ISSUE SUBPOENA FOR PRODUCTION OF DOCUMENTS

To: U.S. Trust, Bank of America Private Wealth Management, operating through Bank of America, N.A., by and through its Registered Agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136.

Please take notice that under Texas Rule of Civil Procedure 205.3, Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Former Trustee of the South Texas Syndicate Trust ("JPMC"), intends to subpoena production of the documents described in the attached Exhibit A. Responsive documents are to be produced at the offices of Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209. Under Rule 205.2 of the Texas Rules of Civil Procedure, you will be receiving a subpoena, not less than 10 days after your receipt of this notice, requesting production of the documents set forth in Exhibit A to this notice on or before September 30, 2014.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &
GARZA INCORPORATED**

By: /s/ David Jed Williams

Patrick K. Sheehan
psheehan@hsfblaw.com
State Bar No. 18175500
Rudy A. Garza
rugar@hsfblaw.com
State Bar No. 07738200
David Jed Williams
jwilliams@hsfblaw.com
State Bar No. 21518060

The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, Texas 78209
Telephone: (210) 271-1700
Facsimile: (210) 271-1730

MCGINNIS LOCHRIDGE
600 Congress Ave., suite 2100
Austin, Texas 78701
Telephone: (512) 495-6084
Facsimile: (512) 495-6384
Kevin M. Beiter
State Bar No. 02059065

And

HUNTON & WILLIAMS LLP

Charles A. Gall
State Bar No. 07281500
Email: cgal@hunton.com
John C. Eichman
State Bar No. 06494800
Email: jeichman@hunton.com
Amy S. Bowen
State Bar No. 24028216
Email: abowen@hunton.com
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
(214) 979-3000
(214) 880-0011 (fax)

**ATTORNEYS FOR DEFENDANT
JPMORGAN CHASE BANK, N.A.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 9TH day of September, 2014.

John B. Massopust
Matthew J. Gollinger
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415
jmassopu@zelle.com
mgollinger@zelle.com

Michael S. Christian
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44 Montgomery Street, Suite 3400
San Francisco, California 94104
mchristian@zelle.com

James L. Drought
Ian T. Bolden
DROUGHT DROUGHT & BOBBITT, LLP
112 E. Pecan Street, Suite 2900
San Antonio, Texas 78205
jld@ddb-law.com
itb@ddb-law.com

Richard Tinsman
Sharon C. Savage
TINSMAN & SCIANO, INC.
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San Antonio, Texas 78205
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ssavage@tsslawyers.com

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sbadger@zelle.com

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Robert Rosenbach
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112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
spencer@clemens-spencer.com
rosenbar@clemens-spencer.com

David R. Deary
Jim L. Flegle
Jeven R. Sloan
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
davidd@LFDlaw.com
jimf@LFDlaw.com
jevens@LFDlaw.com

Fred W. Stumpf
GLAST, PHILLIPS & MURRAY
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046
fstumpf@gpm-law.com

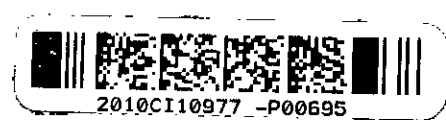
/s/ David Jed Williams

David Jed Williams

EXHIBIT A

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2. A true and correct copy of the executed letter agreement, dated June 26, 2009, sent by Justin Long and addressed to Brad C. Blackwood, Land Manager, EOG Resources, Inc., 539 North Carancahua, Suite 900, Corpus Christi, Texas 78478-0028.
3. A true and correct copy of any lease/contracts approval forms associated with the agreements referenced in Requests 1 and 2 above.



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

3/23/12

JPMorgan Chase Bank, N.A.
H.L. Tompkins
2200 Ross Avenue, TX1-2931
Dallas, Texas 75201

Subject: Amendment of Oil and Gas Leases

Mr. Tompkins,

Hunt Oil Company (Hunt), as the Operator of certain oil and gas leases in LaSalle and McMullen Counties, Texas is hereby requesting from JP Morgan Chase Bank, N.A., as trustee of the South Texas Syndicate, Lessor under the leases, an amendment to two of the leases which would extend the primary term for an additional twelve months. Currently, the primary terms of the leases in question are due to expire on July 25, 2012. We are proposing that the expiration dates be extended to July 25, 2013. Hunt proposes that, in exchange for an executed amendment, Hunt would be obligated to pay an additional annual rental payment on each of the affected leases, as the leases currently stipulate, prior to July 25, 2012.

Since July of 2010, Hunt and its partners have made a significant capital investment in order to drill, produce and develop the leases for oil and gas. Unfortunately, to this point, we have not been met with results that are economically viable. We have been and are currently analyzing with great diligence, our results, techniques and strategies in an effort to improve the performance of the wells. It appears that this particular area has unique characteristics and we are attempting to develop a more comprehensive and successful strategy moving forward. To that point, we feel it is advantageous to all parties involved to work together to allow Hunt to continue on this course.

As part of our ongoing efforts to improve the production of oil and gas from the leases, we intend to employ micro seismic testing as we simultaneously complete the STS A 1391 #3H and #4H wells. We are in hopes that this will give us some insight as to how to improve future well performance. In particular, it is likely we will learn detailed aspects of azimuth orientation, faulting and frac placement.

Hunt feels it is necessary to amend the leases in order to allow us the flexibility to analyze our data and contemplate our future development plan. We hope to make this project area a success for all parties involved and we appreciate your cooperation in these efforts. Enclosed, you will find our proposed lease amendments. Also, you will find a plat of our well locations with some pertinent data that shows well performances to date.

We very much appreciate your cooperation in these efforts. We would very much appreciate a response to our proposal at your earliest convenience.

Best Regards,

Bill Osborn
Senior Landman
Hunt Oil Company
214-978-8835 (direct)

HUNT003210

AMENDMENT TO OIL AND GAS LEASES

This Agreement is entered into as of the ___ day of _____ 2012, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY** ("Hunt"), **MARUBENI EAGLE FORD LP** ("Marubeni"), and **MURPHY EXPLORATION AND PRODUCTION COMPANY** ("Murphy", and together with Hunt and Marubeni, collectively "Lessee") for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (collectively, the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Hunt, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.;

WHEREAS, subsequent to certain interim assignments, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. or their respective successors in interest collectively assigned their interests to Murphy;

WHEREAS, Lessor and BOE amended the Leases to extend the primary terms thereof;

WHEREAS, Lessor and the then current lessees amended the description of the Leased Premises (as defined therein) in that certain Oil and Gas Lease dated July 25, 2006 of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas;

WHEREAS, Lessor and Lessee desire to amend the Leases to extend the primary terms thereof in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby extend the primary term of the Leases as follows:

Paragraph 2 of the Leases is hereby deleted in its entirety and the following is substituted therefor:

"2. Subject to the other provisions herein contained, this lease shall be for a period of seven (7) years from this date (called Primary Term), and for so long thereafter as oil or gas in paying quantities is produced from the leased premises or this lease is maintained in force by virtue of some other provision hereof."

Lessor acknowledges that the Leases, as amended, are valid and in full force and effect, and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor's interest in and to the therein-described lands upon the same terms, conditions and provisions as are contained in said Leases as amended hereby.

Dated and made effective as of the 23rd day of March, 2012.

LESSOR

**SOUTH TEXAS SYNDICATE, a liquidating Trust
By JPMORGAN CHASE BANK, N.A., TRUSTEE**

By: _____

LESSEE

HUNT OIL COMPANY

By: _____
David Chapman
Vice President – South Texas and Gulf
Coast Region

MARUBENI EAGLE FORD LP

By: Marubeni Shale Investment GP LLC,
Its General Partner

By: _____
Keiichiro Mano, Vice President

MURPHY EXPLORATION AND PRODUCTION COMPANY

By: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2012, within my jurisdiction, the within named _____ who acknowledged that he is _____ of _____ and that for and on behalf of and as the act and deed of said _____, he executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2012, within my jurisdiction, the within named David Chapman, who acknowledged that he is Vice President – South Texas and Gulf Coast Region of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2012, within my jurisdiction, the within named Keiichiro Mano who acknowledged that he is Vice President of Marubeni Shale Investment GP LLC, a _____ limited liability company and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2012, within my jurisdiction, the within named _____ who acknowledged that he is _____ of Murphy Exploration and Production Company, a _____ corporation and that for and on behalf of and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

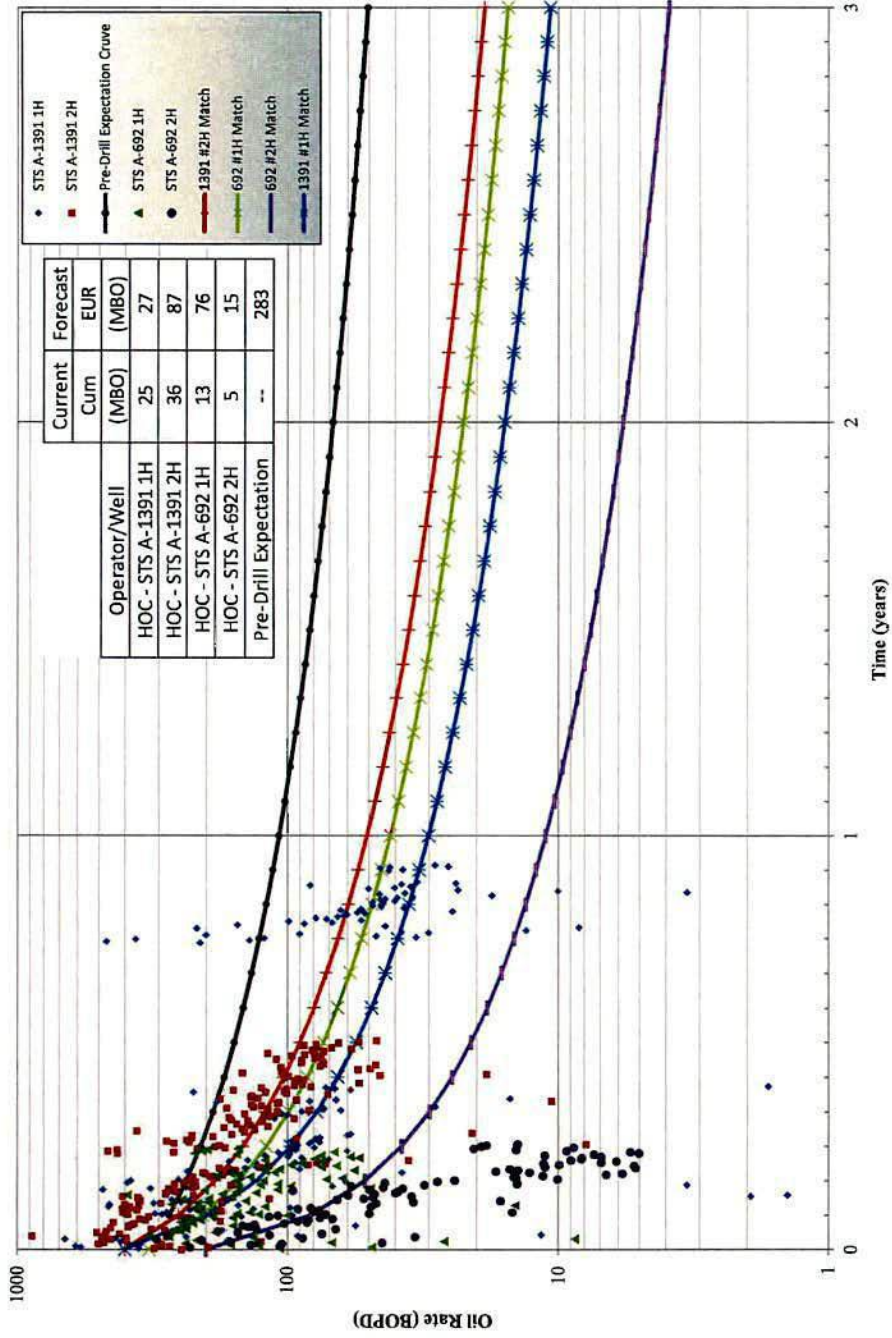
**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASES
by and between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective March 23, 2012.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Originally covering 4,224.7175 acres of land, more or less, in LaSalle County,
Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle
County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Originally covering 3,094.0770 acres of land, more or less, in McMullen and
LaSalle Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen
County, Texas and Volume 459, Page 55, Deed Records, LaSalle County, Texas

LaSalle/McMullen Eagle Ford Rate-Time



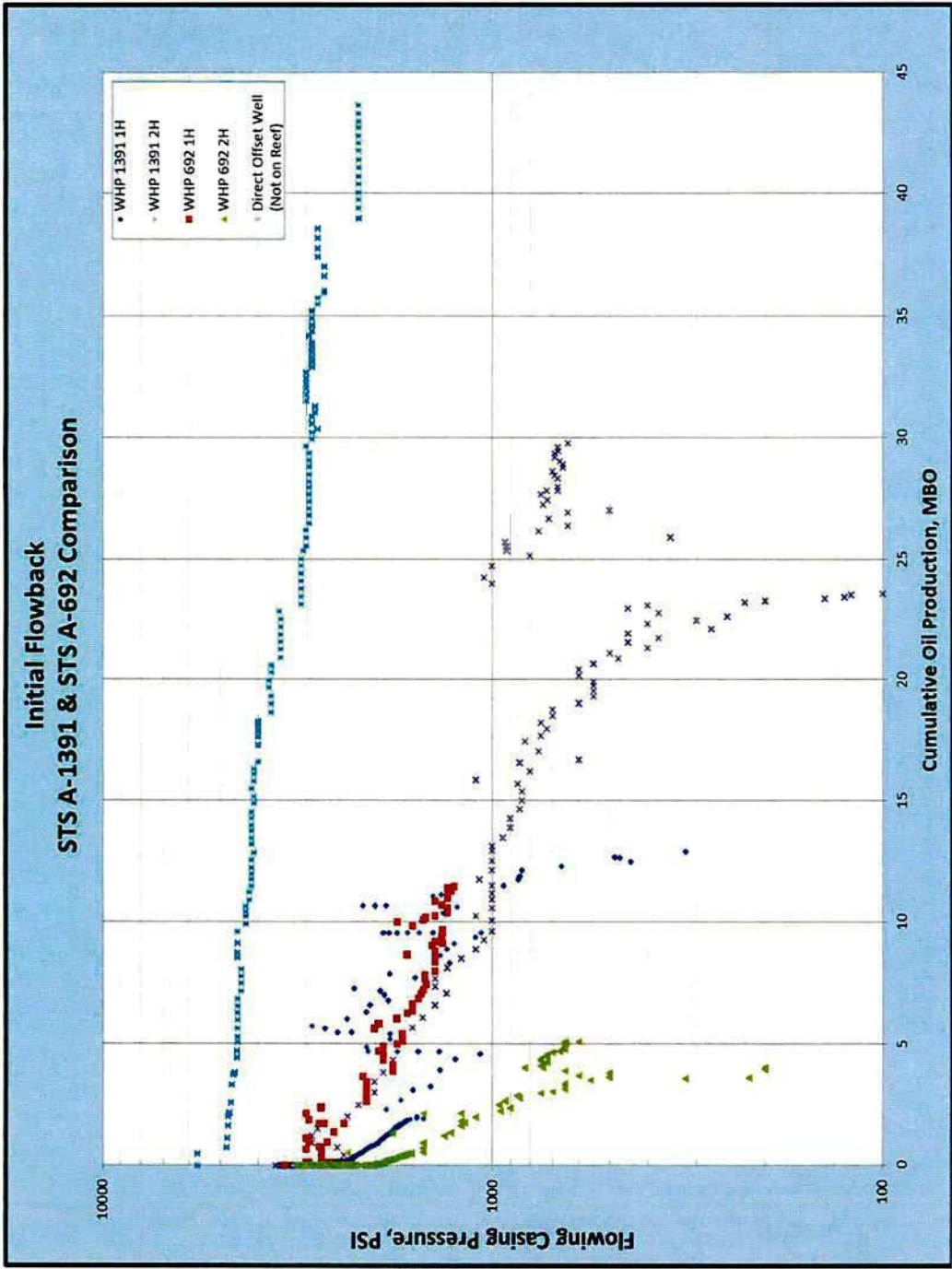
HOC Acreage Position – La Salle / McMullen County



HOC acreage is located in a unique geologic setting directly on top of the Edwards reef (shown in blue).

Micro Seismic Potential Take Away

- **Evaluate Localized Geologic Features**
 - Determine preferential azimuth
 - Determine if faulting across the reef is dramatically affecting completion effectiveness
 - Evaluate Frac geometry / complexity
 - Evaluate height growth vs half length
 - Define differences between acreage North and South of the Edwards Reef
- **Optimize Frac Design to Maximize Hydrocarbon Recovery**
 - Evaluate performance of sleeve stages vs plug and perf stages
 - Evaluate effects of higher or lower pumps rates than current design
 - Evaluate performance of different clusters/stage



JOB #: 1112040



THIS PLAN IS AN OFFICE SURVEY AND WAS COMPILED FROM A COMBINATION OF THE MOST RECENT DESCRIPTIONS AVAILABLE AND THE USE OF THE BEST AVAILABLE DATA. IT IS NOT IN ANY WAY A "BOUNDARY SURVEY".

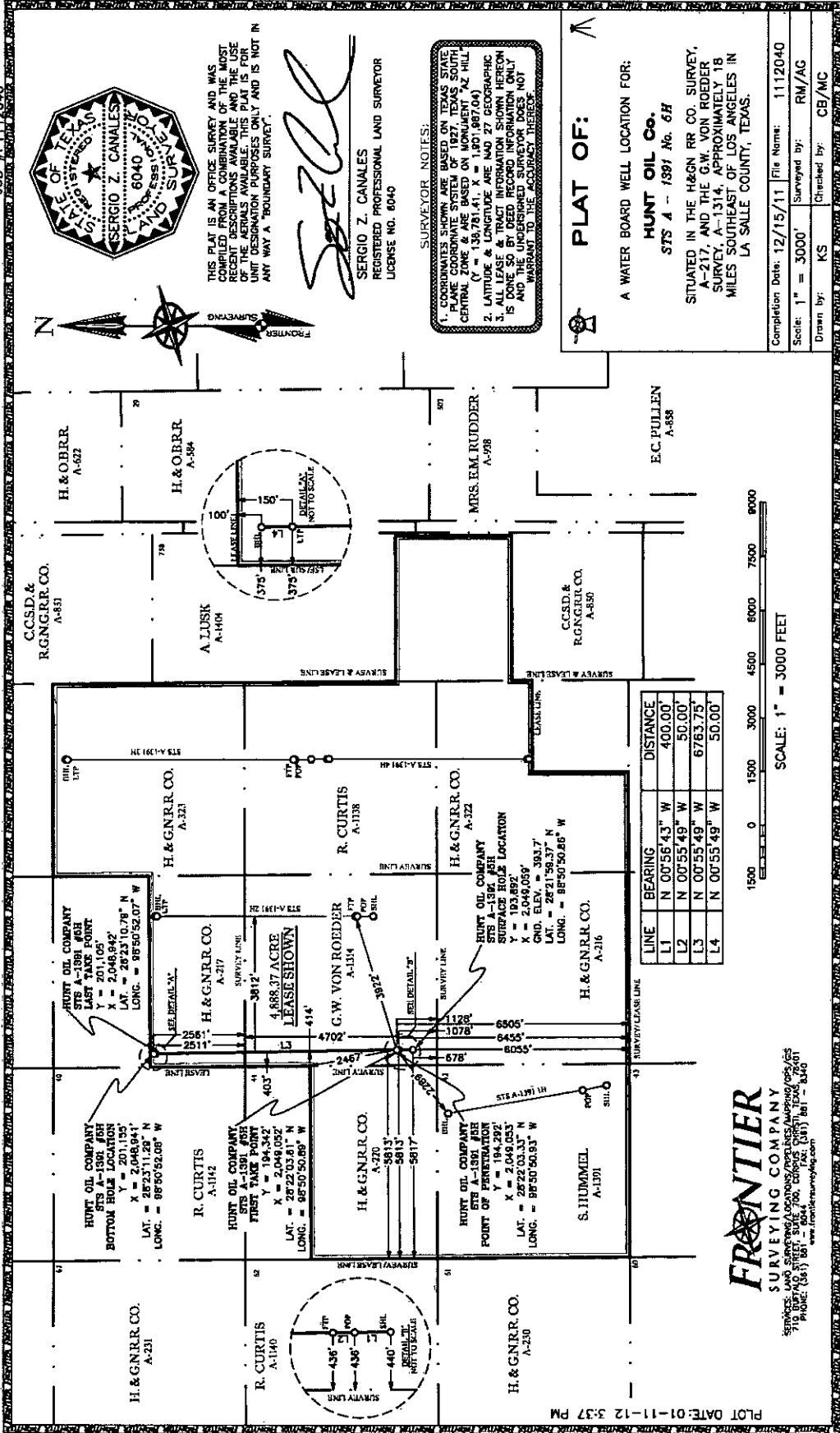
Sergio Z. Canales
SERGIO Z. CANALES
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 6040

SURVEYOR NOTES:
 1. COORDINATES SHOWN ARE BASED ON TEXAS STATE COORDINATE SYSTEM ON NAD 83 WITH CENTRAL ZONE 4. ARE BASED ON MERIDIAN 102° 00' 00" W. (Y = 136,781.41; X = 1,001,897.004)
 2. LATITUDE & LONGITUDE ARE NAD 27 GEOGRAPHIC
 3. ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY DEED RECORD INFORMATION ONLY AND IS SUBJECT TO THE RECORDS BUSINESS

PLAT OF:

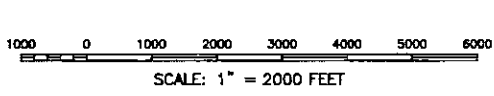
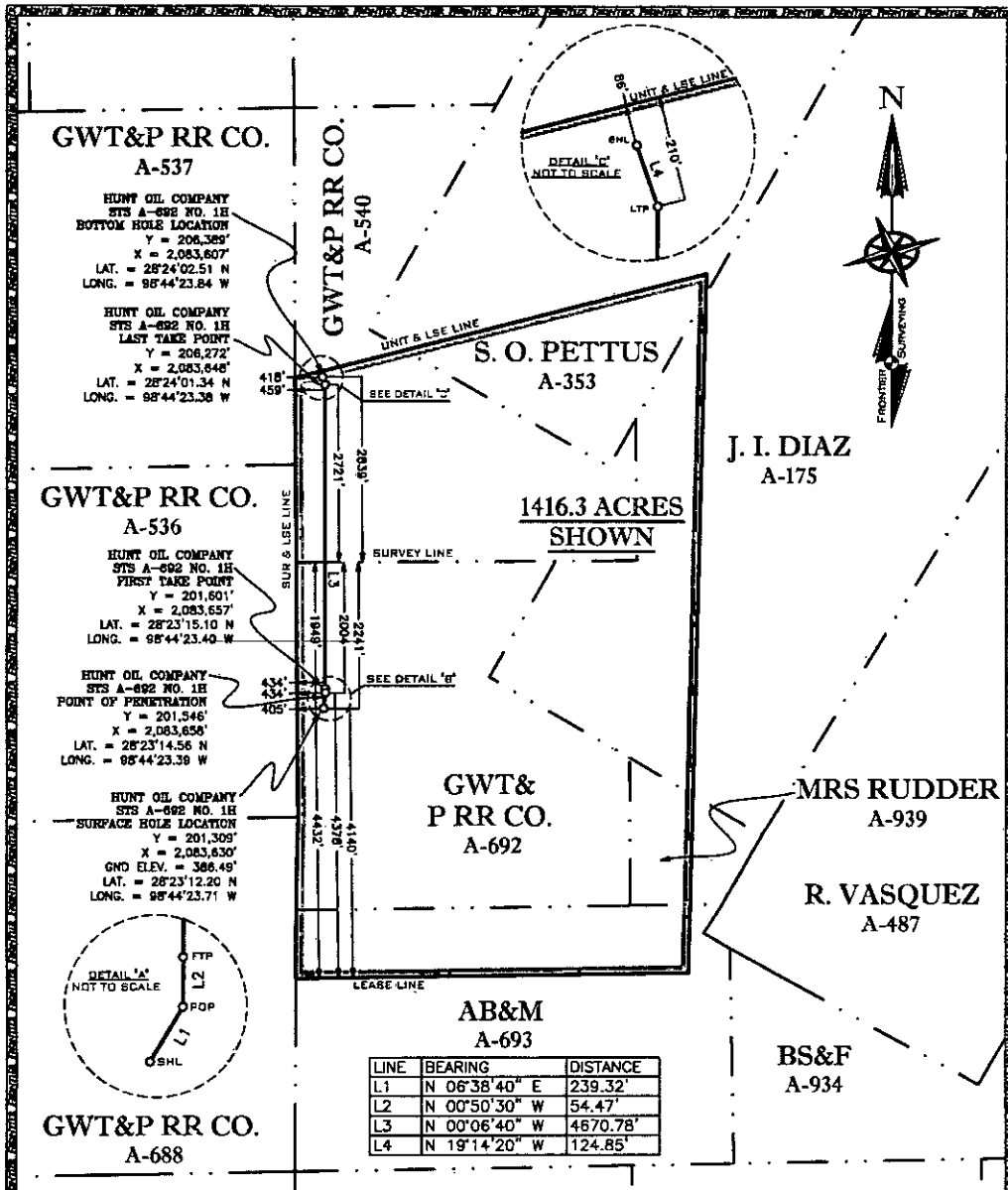
A WATER BOARD WELL LOCATION FOR:
HUNT OIL Co.
 STS A - 1991 No. 6H
 SITUATED IN THE H&GN RR CO. SURVEY, A-217, AND THE G.W. VON ROEDER SURVEY, A-1314, APPROXIMATELY 18 MILES SOUTHEAST OF LOS ANGELES IN LA SALLE COUNTY, TEXAS.

Completion Date: 12/15/11 | File Name: 1112040
 Scale: 1" = 3000' | Surveyed by: RM/AG
 Drawn by: KS | Checked by: CB/MC



FRONTIER
 SURVEYING COMPANY
 SERVICES: LAND SURVEYING/LOCATIONS/POPLINES/AMPS/NO GPS
 710 QUINN ST. WET. SUITE 100, COLLEGE CANYON, TEXAS 76001
 PHONE: (817) 987-3000 FAX: (817) 987-3000
 www.frontiersurveying.com

HUNT003220



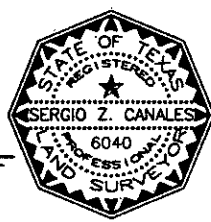
NOTE:
 1. COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1927, TEXAS SOUTH CENTRAL ZONE
 2. ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY DEED RECORD INFORMATION ONLY AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.

PLOT DATE: 01-09-12 3:39 PM

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATIONS AS SURVEYED ON THE GROUND APRIL 26, 2011. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

Sergio Z. Canales

SERGIO Z. CANALES
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 6040



FRONTIER
 SURVEYING COMPANY

SERVICES: LAND SURVEYING / PRELIMINARY / GPS / GIS
 710 BUFFALO STREET, SUITE 200, CORPUS CHRISTI, TEXAS, 78401
 PHONE: (361) 881 - 8044 FAX: (361) 881 - 8340
 www.frontiersurveying.com

PLAT OF:

AN AS DRILLED LOCATION FOR:
HUNT OIL COMPANY

STS A - 692 NO. 1H

SITUATED IN THE GWT&P RR CO. SURVEY, A-692 & A-540, THE S.O. PETTUS SURVEY, A-353, THE J.I. DIAZ SURVEY, A-175, AND THE AB&M SURVEY, A-693, APPROXIMATELY 12.8 MILES SOUTHWEST OF TILDEN IN McMULLEN COUNTY, TEXAS.

Completion Date: 4/26/11 File Name: 1102094.DWG

Scale: 1" = 2000' Surveyed by: RA/RM

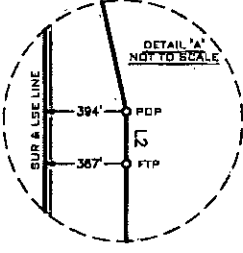
Drawn by: CB/RN Checked by: CB/MC

JOB #: 1102094

LINE	BEARING	DISTANCE
L1	S 09°40'01" E	605.64'
L2	S 04°26'51" W	90.27'
L3	S 00°23'23" E	3088.07'
L4	S 01°26'42" E	155.05'



GWT&P RR CO.
A-537

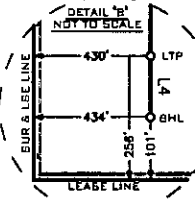


GWT&P RR CO.
A-540

S. O. PETTUS
A-353

J. I. DIAZ
A-175

1416.3 ACRES
SHOWN



GWT&P RR CO.
A-536

GWT&P RR CO.
A-692

HUNT OIL COMPANY
STS A-692 2H
SURFACE HOLE LOCATION
Y = 201.199'
X = 2,083,523'
GND. ELEV. = 385.3'
LAT. = 28°23'11.12 N
LONG. = 98°44'24.91 W

HUNT OIL COMPANY
STS A-692 2H
FIRST TAKE POINT
Y = 200.512'
X = 2,083,618'
LAT. = 28°23'04.32 N
LONG. = 98°44'23.87 W

MRS RUDDER
A-939

HUNT OIL COMPANY
STS A-692 2H
POINT OF PENETRATION
Y = 200.602'
X = 2,083,625'
LAT. = 28°23'05.21 N
LONG. = 98°44'23.78 W

R. VASQUEZ
A-487

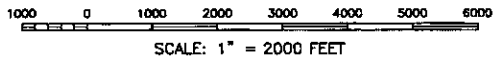
HUNT OIL COMPANY
STS A-692 2H
LAST TAKE POINT
Y = 197.424'
X = 2,083,639'
LAT. = 28°22'33.74 N
LONG. = 98°44'23.71 W

HUNT OIL COMPANY
STS A-692 2H
BOTTOM HOLE LOCATION
Y = 197.269'
X = 2,083,643'
LAT. = 28°22'32.20 N
LONG. = 98°44'23.67 W

BS&F
A-934

GWT&P RR CO.
A-688

AB&M
A-693



NOTE:
1. COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1927, TEXAS SOUTH CENTRAL ZONE
2. ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY DEED RECORD INFORMATION ONLY AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.

PLOT DATE: 01-23-12 3:43 PM

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATIONS AS SURVEYED ON THE GROUND FEBRUARY 23, 2011. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

Sergio Z. Canales



SERGIO Z. CANALES
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6040

FRONTIER
SURVEYING COMPANY

SERVICES: LAND SURVEYING, LOCATIONS, PIPELINES, APPROPRIATIONS, GPS/GIS
710 BUFFALO STREET, SUITE 700, COMPLEX CHRISTI, TEXAS, 76401
PHONE: (361) 881-8044 FAX: (361) 881-8340
www.frontiersurveying.com

PLAT OF:

AN AS DRILLED LOCATION FOR:
HUNT OIL COMPANY

STS A - 692 No. 2H

SITUATED IN THE GWT&P RR CO. SURVEY,
A-692 & AB&M SURVEY, A-693
APPROXIMATELY 12.8 MILES SOUTHWEST
OF TILDEN IN
LA SALLE COUNTY, TEXAS.

Completion Date: 2/23/11 File Name: 1102126.DWG
Scale: 1" = 2000' Surveyed by: RA/RM
Drawn by: KS/RN Checked by: KS/CB

JOB #: 1102126

HUNT003222

From: [H.L. Tompkins](#)
To: [Bill Osborn](#)
Subject: STS - AMENDMENT
Date: Wednesday, October 27, 2010 4:00:09 PM
Attachments: [HUNT - STS AMENDMENT102710-pdf.zip](#)
[image001.png](#)

Bill:

Attached is a PDF of the Amendment with my execution upon it.

I will deliver a sealed envelope containing four (4) signed originals to the reception desk of your office this afternoon.

Thank you again for your work and continued patience on this.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305

Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

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HUNT003223

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 27th day of October 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction."

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

"A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well." However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

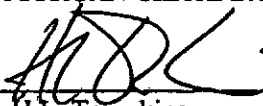
3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____


H.L. Tompkins
Vice President

LESSEE

HUNT OIL COMPANY

By: _____

Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

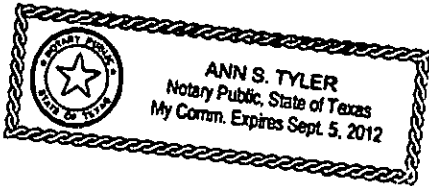
By: _____
W. Frank McCreight
Vice President

Acknowledgments

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of October 2010.



Ann S. Tyler
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and between South Texas Syndicate Trust and Hunt Oil Company, et al. dated effective October 1, 2009.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: Leverne Hearn
To: "Melissa F Montanez"
Cc: Bill Rex; Larry Guzick; Bill Osborn; "H.L. Tompkins"
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Friday, July 23, 2010 9:13:30 AM
Attachments: Memo to Melissa Montanez w.JPMorgan Chase Bank for HL086573.00 rntL7.21.10.doc
image001.gif
Importance: High

Mr. Tompkins, have you had a chance to review the attached memo so that you can send us confirmation of our delay rental payment on behalf of South Texas Syndicate Trust?

Thanks in advance.

From: Melissa F Montanez [mailto:melissa.f.montanez@jpmorgan.com]
Sent: Wednesday, July 21, 2010 10:43 AM
To: Leverne Hearn
Cc: Bill Rex; Larry Guzick; Bill Osborn; H L Tompkins
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

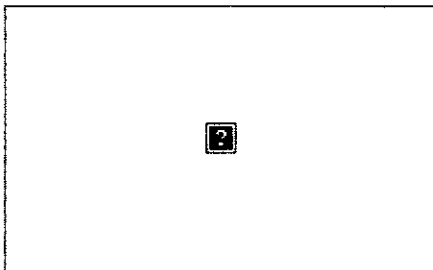
H.L. Tompkins is the Property Manager for South Texas Syndicate. I have copied him on this email. Thank you.

From: Leverne Hearn [mailto:LHearn@huntoil.com]
Sent: Wednesday, July 21, 2010 10:21 AM
To: Melissa F Montanez
Cc: Bill Rex; Larry Guzick; Bill Osborn
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

Thanks in advance.



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HUNTO03233

DOCUMENT SCANNED AS FILED

July 21, 2010

South Texas Syndicate Trust
JPMorgan Chase Bank NA, Trustee
P. O. Box 2605
Ft. Worth, TX 76113

Attention: Melissa F. Montanez

Re: HL086573-00 – Delay Rental Payment
STS 1391 #1H Well
North Hawkville Prospect
McMullen/LaSalle Cos., Texas

Dear Ms. Montanez:

Pursuant to our conversation of today, you informed me that you received the delay rental payment to South Texas Syndicate Trust, JPMorgan Chase, Trustee. We are spudding the above captioned well and wanted to make certain that payment was received in a timely manner, prior to July 25, 2010.

Please sign below acknowledging receipt of said delay rental payment. I ask that you scan and return to me via email as soon as possible.

Thanks in advance for your assistance.

Yours truly,

HUNT OIL COMPANY

Leverne Hearn, CPLTA, CMM
Sr. Land/Contract Analyst

Attch

SIGNED ON BEHALF OF SOUTH TEXAS SYNDICATE TRUST
JPMorgan Chase Bank NA, Trustee

~~Melissa Montanez~~ H. L. Tompkins

Date

HUNT003234

From: Bill Osborn
To: "H.L. Tompkins"
Cc: Larry Guzick
Subject: RE: Sorry
Date: Tuesday, August 10, 2010 4:46:54 PM
Attachments: image002.gif

Mr. Tompkins,

We would like to get a CA signed. If the CA is too far reaching please make changes and send it to me and it will receive immediate attention.

The lease only states that only geophysical information is to be held confidential, that is why we would like to get a CA that includes any other reports that we send to you. Furthermore, where the lease specifically addresses daily drilling reports, it states that upon **completion of any drilling operations** that the Lessee shall furnish to the Lessor, upon request, a written summary of those reports. At this point we are still in the drilling process.

As I said we are willing to give you an immediate response to any changes that you make to the CA. I am sure both of us agree that it is beneficial and helpful to receive responses quickly and documentation in a timely manner. I hope you realize that we are trying to be as accommodating as possible.

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Tuesday, August 10, 2010 3:53 PM
To: Bill Osborn
Subject: RE: Sorry

Bill:

This CA is far reaching and contrary to Paragraph 10 of the lease.

Please forward the"full information covering all of the Lessee's operations on the leased premises....."

Thanks

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

HUNT003235

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Tuesday, August 10, 2010 9:21 AM
To: H L Tompkins
Subject: Sorry

<<H.L.TompkinsCA.doc>>

Here is the Confidentiality Agreement

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT003236

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Subject: Hunt Oil Company Documents
Date: Wednesday, May 26, 2010 12:57:11 PM
Attachments: [certification of trust.DOC](#)
[RevisedAmendment to STS Lease No T-ST5-002-00.DOC](#)

Mr. Tompkins,

1. Attached are the Lease Amendment and the Certification of Trust document that we spoke of several weeks ago. It was my understanding that the Certification of Trust, which is a title curative item, was to be forwarded to a separate department, signed and sent back to us. We have yet to receive the signed document.
2. The Amendment to the Oil and Gas Lease only contains the provisions that you stated would be approved at this time. There is not any provision in this current Amendment that pertains to pooling. I would appreciate a response to our request to amend the original lease as it pertains to the terms in the attached amendment.
3. Hunt Oil Company would like to begin the drilling process in the coming weeks and would like to have all of our documentation in place before we do so. If you will please contact me at your earliest convenience regarding both of these documents I would very much appreciate it.

Thank you for your cooperation

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003237

CERTIFICATION OF TRUST

Date: _____, 2010, to be effective as to each of the portions of the Property (Leased Premises), as of the date(s) of the various oil and gas leases and other documents (Leases) pertaining to such Property, as described and defined below and on Exhibit "A" hereto.

Trust: South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate
(herein, as currently amended and in effect, called the "**Trust**")

Trustee: JPMorgan Chase Bank, N.A., Trustee, as successor Trustee to:
John T. Pearson, Trustee (of the South Texas Syndicate), as grantee and as described in and pursuant to that certain Deed, dated October 17, 1940, recorded in Volume R-3, Page 581, et seq., Deed Records La Salle County, Texas, from John T. Pearson, Independent Executor of the Estate of A. Mcc. (sic) Washburn.

Trustee's Mailing Address:

P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265

Settlor: A. Mcc. (sic) Washburn, deceased, pursuant to testamentary devise under his will, and the 1940 Deed described above.

Property (Leased Premises):

All (100%) of the oil, gas and other mineral ownership (herein "**Mineral Ownership**") in the lands, located in La Salle and McMullen Counties, Texas, described in and covered by those certain Oil and Gas Leases, memoranda of such Leases, and/or in amendments and/or corrections of any of them, and in other documents pertaining thereto; all as described on Exhibit "A" attached hereto and incorporated herein by this reference, including the description of such lands in any of such documents by reference to other documents. (Such Oil and Gas Leases, and the other documents described above are herein collectively called the "**Leases**," and the lands constituting the Property, which are described in and covered by the Leases, are herein collectively called the "**Leased Premises**.")

Original Lessee(s) under the Leases: See Exhibit "A" hereto.

Current Assignee(s) and Leasehold Owner(s) of the Leases:

Hunt Oil Company

BMT O&G TX, L.P.

CMB O&G TX., L.P.

TRB O&G TX, L.P.

ACB O&G TX, L.P.

MLB O&G TX, L.P.

ARBGT (LMB) O&G TX, L.P.

ARBGT (SRB) O&G TX, L.P.

EPB Eagleford TX, L.P.

Recitals:

WHEREAS, the "South Texas Syndicate" as described (and being the grantee trust) in the 1940 Deed above, is a trust estate, and is one and the same as the other names listed above by which the Trust has been designated, including as Lessor in and under the Leases, memoranda (of the Leases), amendments and corrections of any of them, and other documents pertaining thereto, which are described on Exhibit "A" hereto; and

WHEREAS, the Mineral Ownership in the Leased Premises has been, and continues to be, held in the Trust and owned by the particular designated and then-current Trustee of the Trust, for the benefit of the Trust and its beneficiaries, since the date of the original 1940 Deed above, and has been leased by the Trust to the Original Lessee(s) pursuant to the Leases described on Exhibit "A;" and

WHEREAS, JPMorgan Chase Bank, N.A., is the successor Trustee for the Trust as described above, and has continued to be and act in such capacity, at all times since at least the effective date and date of execution and delivery (whichever is earlier) of each of the respective Leases listed and described on Exhibit "A";

NOW THEREFORE, by its signature below, the Trustee confirms the recitals and other statements herein, and the additional certifications set forth below, upon which both the Original Lessees, and also the current Assignees and Leasehold Owners listed above, are relying in connection with their various dealings with the Trustee and the Trust concerning (and specifically including) the Leases and the Leased Premises, and any agreements, transactions, and matters between and among them pertaining thereto.

Certifications:

1. Trustee is a [and the sole] [**Instruction: delete bracketed statement if not correct**] currently acting trustee of the Trust, which Trust was created or established under or

pursuant to an instrument, executed and originally effective on _____,
and amended by that/those certain amendment(s) executed and effective on _____
_____ ; and the Trust, as currently amended, exists.

2. The Trust powers include, and have at all relevant times included, at least all those trust powers granted a trustee by subchapter A, chapter 113, of the Texas Property Code (and/or the Texas Trust Code as re-codified therein), and without limitation, include the power to execute the Leases, amendments, memoranda, and other documents described on Exhibit "A" hereto, and any other agreements, documents or instruments that may be executed or entered into in the future by the Trustee in such capacity on behalf of the Trust, concerning the Leases, and the Mineral Ownership, and/or the Leased Premises, and any dealings, transactions or matters pertaining thereto, and also to the Current Assignees as leasehold owners of the Leases and Leased Premises.

3. The Trust is irrevocable.

OR (Instruction: CHOOSE ONE AND LINE THROUGH THE OTHER)

The Trust is revocable, and the power to revoke the Trust is held by:

(NAME) _____.

4. Under the terms of the Trust, currently and at all times previously since its creation, all [**OR designate a number:** _____] of the currently acting trustees at any relevant time are required to sign documents in order to exercise the powers of the trustees.

5. Title to the Trust assets, including the Leased Premises, is held, and documents concerning and on behalf of the Trust and such Trust assets should be executed, in the following manner:

JPMorgan Chase Bank, N.A., Trustee,
of (and/or for, and/or on behalf of)
the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate),

Or

the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate);
by JPMorgan Chase Bank, N.A., Trustee

6. The Trust has not been revoked or modified or amended in any manner that would cause the statements, representations, recitals, and certifications contained in this Certification to be incorrect.

7. Attached hereto and incorporated herein as Exhibit "B" (with additional pages attached to such Exhibit) are true and correct copies of excerpts from the Trust Instrument and/or any pertinent amendments thereto, which include and consist of all the pertinent provisions or terms in such instrument and/or any amendments thereof, which are currently in effect, and which:

(1) designate or appoint the Trustee as the acting trustee of the Trust both currently and for the relevant time periods specified herein in connection with the Leases and the Leased Premises, and

(2) confer on the Trustee the power, and/or grant the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and to perform the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

This Certification of Trust may be executed in multiple originals, each of which shall be considered a duplicate original.

Trustee:

JPMorgan Chase Bank, N.A.

By: _____, Vice President,
as Trustee of the South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Vice President of **JPMorgan Chase Bank, N.A.**, a national banking association, **Trustee for the South Texas Syndicate Trust, a/k/a South Texas Syndicate, a liquidating Trust, a/k/a South Texas Syndicate, a trust estate**, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association, in its capacity as Trustee for the above-named Trust.

Notary Public

EXHIBIT "A"

**To Certification of Trust
(Property, Leased Premises, and Leases,
La Salle and McMullen Counties, Texas)**

The "Leases" include collectively, the following oil and gas leases, memoranda of leases, and/or amendments or corrections to any of such documents, and any other documents pertaining to such documents, as may be described hereinbelow and defined in the Certification of Trust;

And the Leased Premises include collectively, the Mineral Ownership for the lands described below, and as covered by and described further in the Leases, and/or described by reference to other documents in the Leases.

1. Oil and Gas Lease (# T-ST-002-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 53, Deed Records, La Salle County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 4,224.7175 acres, more or less, located in La Salle County, Texas, consisting of 8 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 8.)

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 507, Deed Records, La Salle County, Texas.

2. Oil and Gas Lease (# T-ST-004-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated February 26, 2007, executed by the Lessor and Lessee, is recorded in Vol. 461, Page 525, Deed Records, La Salle County, Texas, and in Vol. 451, Page 136, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 2,371.205 acres, more or less, located in La Salle and McMullen Counties, Texas, consisting of 9 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 9), the first 6 of which (1,380.555 acres total) are located in McMullen County, and the last 3 of which (990.65 acres total) are located in La Salle County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described February 26, 2007 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the February 26, 2007 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 503, Deed Records, La Salle County, Texas, and in Vol. 470, Page 362, Deed Records, McMullen County, Texas.

3. Oil and Gas Lease (# T-ST-001-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 55, Deed Records, La Salle County, Texas, and in Vol. 448, Page 148, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 3,094.0770 acres, more or less, located in La Salle and/or McMullen Counties, Texas (as the case may be therein), consisting of 13 numbered tracts described in the Lease (i.e., Tract Nos. 1

through 13), the first (No. 1) of which (260 acres) is located in La Salle and McMullen Counties, the second (No. 2) of which (4.05 acres) is located in La Salle County, and the last 11 of which are located in McMullen County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 505, Deed Records, La Salle County, Texas, and in Vol. 470, Page 358, Deed Records, McMullen County, Texas.

4. Oil and Gas Lease (# T-ST5-003-00)

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Texas Lone Star Petroleum Corporation (later amended to be owned by Broad Oak Energy, Inc.)

Date: March 15, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, effective March 16, 2006, expressly dated March 24, 2004 (but acknowledged March 24, 2006, and see Correction document below), (this counterpart) executed by the Lessor (with a signature line for – but not executed by – Lessee, see Correction document below), is recorded in Vol. 444, Page 449, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 676.745 acres, more or less, (amended later to 683.48 acres, more or less – see Correction document below), located in McMullen County, Texas;

limited in depth from the surface of the earth down to 11,500 feet below the surface of the earth, in and under the above described Property

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease, dated November 6, 2006, effective March 15, 2006, recorded in Vol. 451, Page 297, Deed Records, McMullen County, Texas, executed by Lessor, and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease),

correcting typographical error in date of Memorandum above to confirm Lease is dated March 15, 2006, and also amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including an amendment of the lands covered in the Lease, and substituting a new description for the Leased Premises in the Lease, as revised in total 683.48 acres, more or less.

Second Amendment of Oil and Gas Lease, dated August 7, 2007, effective March 15, 2006 (amending Section 5 (c) for a typographical error in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Third Amendment of Oil and Gas Lease, dated March 5, 2008, effective February 4, 2008 (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Fourth Amendment of Oil and Gas Lease, dated July 16, 2009, (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including the primary term in Paragraph 2, and Paragraph 4 regarding delay rentals, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the date of the primary term in such March 15, 2006, Lease, and revising the description of the primary term as stated in the prior Memorandum, and referencing generally other prior amendments of the Lease), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease), recorded in Vol. 470, Page 360, Deed Records, McMullen County, Texas.

EXHIBIT "B"

To Certification of Trust

**[Excerpts from Trust Documents and/or Amendments -
Re: Designation of Trustee and Trustee Powers]**

(See attached excerpts from the Trust Instrument and/or amendments thereto, consisting of _____ pages, designating the Trustee, and conferring on the Trustee the power, and/or granting the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and performance of the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

(INSTRUCTION: Attach Trust excerpts to the Certification following this page.)

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the SOUTH TEXAS SYNDICATE TRUST, a liquidating trust, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than one hundred twenty (120) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: [Bill Rex](#)
To: [Bill Osborn](#); [Larry Guzick](#)
Subject: FW: Lease Amendment
Date: Wednesday, September 08, 2010 12:58:06 PM

From: Paschall Tosch [mailto:Paschall.Tosch@jpmorgan.com]
Sent: Wednesday, September 08, 2010 12:57 PM
To: Ernie Easley; Don Robillard; Bill Rex
Subject: RE: Lease Amendment

Ernie – Great, hopefully the issue can be resolved once you sit down face-to-face. Best...Paschall

From: Ernie Easley [mailto:EEasley@huntoil.com]
Sent: Wednesday, September 08, 2010 12:55 PM
To: Paschall Tosch; drobillard@huntoil.com; Bill Rex
Subject: Re: Lease Amendment

Paschall, appreciate the response. I think it would be beneficial if we could schedule a meeting for our land guys and Mr Tompkins next week as I think we could accomplish a lot in a short period. As your client owns all the minerals, our goal is to maximize recovery from the leasehold which benefits us both, and I think if we could explain some of the significant surface access challenges our modification requests will make more sense. Ernie

From: Paschall Tosch <Paschall.Tosch@jpmorgan.com>
To: Don Robillard
Cc: Ernie Easley; Donna German; Beth Lawrence <BETH.LAWRENCE@jpmorgan.com>
Sent: Wed Sep 08 11:25:19 2010
Subject: RE: Lease Amendment

I just spoke with H.L. Tompkins in our Oil & Gas trust group. It sounds like we have reached an impasse on a business point and neither side has been willing to offer up a compromise. Per my discussion with H.L. he is trying to protect the interest of his client by enforcing the pooling restriction provided in the lease agreement. I'm not close enough to the situation to offer up any solutions, but I am happy to try and help resolve the situation if I can better understand Hunt's position on the matter.

From: drobillard@huntoil.com
Sent: Wednesday, September 08, 2010 10:45 AM
To: Paschall Tosch
Cc: Ernie Easley; dgerman@huntoil.com
Subject: Fw: Lease Amendment

Paschall,
Can you help us out here? I am informed by our engineers that this is a new Trustee, but we are not having any luck getting him to respond.
Thanks
Don

From: Ernie Easley

HUNT003257

To: Don Robillard
Sent: Wed Sep 08 10:33:10 2010
Subject: Fw: Lease Amendment

From: Bill Rex
To: Ernie Easley
Sent: Wed Sep 08 09:39:36 2010
Subject: FW: Lease Amendment

Here is his name and Osborn's email sent yesterday warning him that he was being forced to go over his head!

From: Bill Osborn
Sent: Wednesday, September 08, 2010 7:21 AM
To: Bill Rex
Subject: FW: Lease Amendment

Bill,

FYI

I have yet to hear from the Trustee at JP Morgan. Below is an email that I sent to him yesterday.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, September 07, 2010 3:01 PM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: Lease Amendment

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

HUNT003258

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at <http://www.jpmorgan.com/pages/disclosures/email>.

HUNT003259

From: [Bill Osborn](#)
To: ["h.l.tompkins@jpmorgan.com"](mailto:h.l.tompkins@jpmorgan.com)
Cc: [Larry Guzick](#)
Subject: Hunt Oil Company Lease Amendment
Date: Friday, May 07, 2010 9:14:34 AM
Attachments: [JPMorganLetter5-7-10.doc](#)
[RevisedAmendment to STS Lease No T-STS-002-00.DOC](#)

Mr. Tompkins,

Attached you will find two documents pertaining to the conversation we had on May 6, 2010.

Please review the enclosed cover letter that lists the 3 main lease amendment issues (not including the right to pool) that we would like to address.

I very much appreciate the time you spent with us on the phone yesterday and I look forward to working with you in the future on our project.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003260

DOCUMENT SCANNED AS FILED



May 7, 2010

HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX. 77002

Dear Mr. Tompkins:

Per our conversation on May 6, 2010, enclosed you will find an amendment to oil and gas lease pertaining to a certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX.

The amendment addresses three key issues.

1. Extends the allowable time from 60 days to 120 days between the completion of one well and the commencement of another to satisfy the "reasonable development" with "due diligence" clause of the lease.
2. Currently, the lease calls for well spacing to what the Texas Railroad Commission "prescribes". We would like to amend the lease to allow for what the Texas Railroad Commission "permits" or "prescribes".
3. We would like to amend the lease to read that a well is deemed completed from "when the drilling rig" is removed to the later of the date "the drilling rig is removed or the date the fracturing equipment is removed from the drill site".

Please review the enclosed document and contact us at your earliest convenience with any questions or concerns that you may have. Should everything meet your satisfaction please sign the document where indicated and send them to me at my attention at the above address.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn
U.S. Onshore/Land and Negotiations
Hunt Oil Company
(214) 978-8835 office

HUNT003261

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the SOUTH TEXAS SYNDICATE TRUST, a liquidating trust, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than one hundred twenty (120) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: [Bill Osborn](#)
To: "H.L. Tompkins"
Subject: RE: STS Leases
Date: Wednesday, September 15, 2010 2:31:53 PM
Attachments: [image002.gif](#)

H.L.,

I would look forward to meeting with you on the 20th of September.
Please advise as to a time and place you would like to meet.
You are welcome to come to our office in Dallas if you are in the area.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Wednesday, September 15, 2010 2:13 PM
To: Bill Osborn
Subject: RE: STS Leases

Mr. Osborn:

Yes, you have made much effort to address the issue of pooling the STS Leases.

We continue to have concern as to your approach.

May we set aside Monday, September 20, 2010 for a time when you and I may meet to discuss the matter.

Again, thank you for your considerable patience and determination.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 713-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Thursday, September 09, 2010 9:06 AM
To: H L Tompkins
Cc: H L Tompkins
Subject: STS Leases

HUNT003271

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT003272

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Subject: Lease Amendment-Hunt Oil Company
Date: Tuesday, May 18, 2010 1:45:51 PM
Attachments: [RevisedAmendment to STS Lease No T-ST5-002-00.DOC](#)

Mr. Tompkins,

Attached is the lease amendment that we spoke about a few weeks ago. This lease amendment specifically pertains to the continuous development clause in the original lease as well as the language of well spacing and what the Railroad Commission "permits or prescribes" instead of only "prescribes". Please review the attached document and if it meets your satisfaction please sign and return to me at your earliest convenience.

Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003273

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Duc diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than one hundred twenty (120) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: Bill Osborn
To: "h.l.tompkins@iomorgan.com"; "H L Tompkins"
Subject: Lease Description Amendment
Date: Wednesday, November 10, 2010 10:42:29 AM
Attachments: [stsamendmentpooling11-9-10.doc](#)

H.L,

Attached is the amendment that revises the lands described in two leases in order to allow Hunt to drill across what is currently the lease lines.

I reserve the right to make further changes, but I know you are going to get your legal dept. to review the document so I thought I would get the ball rolling on any revisions that you may propose.

Thanks for your help.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003283

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil & Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: **663.6500** acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: **663.6800** acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: **497.7375** acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

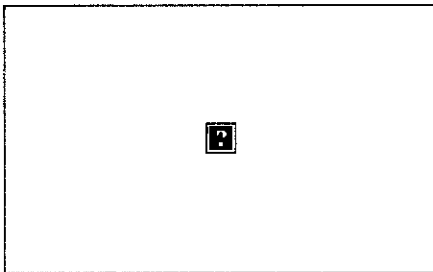
Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

From: [Leverne Hearn](#)
To: "melissa.f.montanez@jpmorgan.com"
Cc: [Bill Rex](#); [Larry Guzick](#); [Bill Osborn](#)
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Wednesday, July 21, 2010 10:20:44 AM
Attachments: [Ltr to JPMorgan, So. Tx Syndicate Rental Ck @ 2010-07-21 @ 11-09-32.pdf](#)
[image001.gif](#)
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

Thanks in advance.



HUNT003294



July 21, 2010

HUNT OIL COMPANY
1900 North Akard Street
Dallas, Texas 75201-2300
214-978-8000
Fax: 214-978-8888

South Texas Syndicate Trust
JPMorgan Chase Bank NA, Trustee
P. O. Box 2605
Ft. Worth, TX 76113

Attention: Melissa F. Montanez

Re: HL086573-00 – Delay Rental Payment
STS 1391 #1H Well
North Hawkville Prospect
McMullen/LaSalle Cos., Texas

Dear Ms. Montanez:

Pursuant to our conversation of today, you informed me that you received the delay rental payment to South Texas Syndicate Trust, JPMorgan Chase, Trustee. We are spudding the above captioned well and wanted to make certain that payment was received in a timely manner, prior to July 25, 2010.

Please sign below acknowledging receipt of said delay rental payment. I ask that you scan and return to me via email as soon as possible.

Thanks in advance for your assistance.

Yours truly,

HUNT OIL COMPANY

A handwritten signature in black ink, appearing to read "Leverne Hearn".

Leverne Hearn, CPLTA, CMM
Sr. Land/Contract Analyst

Atch

SIGNED ON BEHALF OF SOUTH TEXAS SYNDICATE TRUST
JPMorgan Chase Bank NA, Trustee

Melissa Montanez

Date

HUNT003295

From: [Bill Osborn](#)
To: "h.j.tompkins@jpmorgan.com"
Subject: please call
Date: Tuesday, June 29, 2010 9:32:23 AM

Mr. Tompkins,

Will you please give me a ring when you get a chance. 214-978-8835

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003296

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"; "H.L. Tompkins"
Cc: [Larry Guzick](#)
Subject: "Pooling" amendment
Date: Tuesday, November 16, 2010 1:04:49 PM
Attachments: [jpmorganletterofunderstandingwexhibit11-16.doc](#)
[stsamendmentpooling11-9-10.doc](#)

H.L.

I have made some format and verbiage revisions to the "pooling" amendment. You will find attached a letter of understanding that includes "Exhibit A", which is a copy of the amendment to the oil and gas lease.

Also, I have attached the amendment itself. Please review and let us know your thoughts. We reserve the right to make additional revisions.

Thanks for your consideration.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003297



11/16/10

HUNT OIL COMPANY

1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
2200 Ross Avenue
TX1-2931
Dallas, Texas 75201

Attention: Mr. H.L. Tompkins

Re: Letter of Understanding

Dear Mr. Tompkins,

The purpose of this letter is to record the understanding and agreement reached between SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee") (Lessor and Lessee collectively, the "Parties"). Whereas the Lessor and Lessee agree to amend the descriptions of the leased premises of two leases, which are detailed in the Amendment to Oil and Gas Lease attached hereto as "Exhibit A";

1. Amendment to the Oil and Gas Leases –The Parties agree that by signing the attached Exhibit "A" the description of the "leased premises" of Lease #1 and Lease #2, described therein, for the purpose of incorporating portions of lands covered by Lease #2 into the "leased premises" of Lease #1 will be amended, thereby making the total leased acreage covered by and described in Lease #1, 4,888.3675 acres, more or less, and the total leased acreage covered by and described in Lease #2, 1,707.555 acres, more or less. Furthermore, the leased acreage incorporated into Lease #1 from Lease #2 will be made a part of and governed by the terms, conditions, covenants and provisions of Lease #1.
2. Compensation due to Lessor by the Lessee in exchange for the execution of the Amendment to Oil and Gas Leases. – Lessee agrees to pay Lessor, upon execution of the Amendment to Oil and Gas Lease, a one time payment of One Hundred Dollars and 00/100 (\$100.00) per net mineral acre for the total amount of net mineral acres being incorporated into Lease #1 from Lease #2. The lands being incorporated from Lease #2 into Lease #1 are tract number nine (9) and tract number ten (10) described in paragraph one (1) of the attached "Exhibit A". Therefore, Lessee shall be due a one time payment of Sixty Six Thousand Three Hundred Sixty Five and 00/100 dollars (\$66,365.00) upon execution of the Amendment to Oil and Gas Lease.
3. All other terms of Lease #1 and Lease #2 will remain the same. Please reflect your acceptance to these terms by executing this agreement in the space provided below.

Very truly yours,

By: _____

Ernie Easley
Senior Vice President – U.S. Gulf of Mexico/Gulf Coast
Exploration and Production

Signed _____, 20__

South Texas Syndicate Trust
JP Morgan Chase Bank, N.A., Trustee

By: _____

H.L. Tompkins
Vice President

Signed _____, 20__

"Exhibit A"

Attached hereto and made a part of the Letter of Understanding dated 11/10/10 between the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee")

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil

& Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: 663.6500 acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: 663.6800 acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: 497.7375 acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
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ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

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W. Frank McCreight
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MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
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ARBGT (LMB) O&G TX, L.P.

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W. Frank McCreight
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a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lease #1

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lease #2

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil & Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: **663.6500** acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: **663.6800** acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: **497.7375** acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
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By: _____
W. Frank McCreight
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MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

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Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
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Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

From: [Larry Guzick](#)
To: "[H.L. Tompkins](#)"
Cc: [Bill Osborn](#)
Subject: RE: 5674.49 ac. La Salle County, Texas
Date: Monday, August 16, 2010 3:57:12 PM
Attachments: [Larry Guzick.vcf](#)
[image001.png](#)

Thanks for the plats. Do you have a write up describing the situation as you verbally discussed with us?

Larry

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Thursday, August 12, 2010 6:44 PM
To: Undisclosed recipients
Subject: 5674.49 ac. La Salle County, Texas

Gentlemen:

Attached is a rough plat and a scouting tool plat to provide you a reference as to the proximity of the Cooke Ranch leasehold we discussed yesterday.

Basic details are:

1954 "Sapp" lease covers 5674.49 acres. Additional lands may be available upon review of certain Joint Operating Agreements.

Leasehold break out :

79.05% +/- Heirs of Paul Kayser. Please note J.P. Morgan does not represent all of the heirs.

10.5% +/- Devon Energy

10.5% +/- Bayshore Exploration

Please advise should you wish additional detail or have a question.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305

Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation

HUNT003320

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HUNT003321

From: [H.L. Tompkins](#)
To: [Bill Osborn](#)
Subject: Re: Hunt Oil Company Documents
Date: Thursday, May 27, 2010 4:09:58 PM

Mr. Osborn:

Yes, I had hoped to have the certificate to you days ago. The last message I received on the topic indicated the legal team continues to review the supporting documents. I am traveling and would prefer to review the amendment in a format other than what My BBlackBerry can provide. I will be back in my office tomorrow. Thanks for reaching out and providing the amendment

HLT

From: Bill Osborn <BOsborn@huntoil.com>
To: H L Tompkins
Sent: Wed May 26 13:57:10 2010
Subject: Hunt Oil Company Documents

<<certification of trust.DOC>> <<RevisedAmendment to STS Lease No T-ST5-002-00.DOC>>

Mr. Tompkins,

1. Attached are the Lease Amendment and the Certification of Trust document that we spoke of several weeks ago. It was my understanding that the Certification of Trust, which is a title curative item, was to be forwarded to a separate department, signed and sent back to us. We have yet to receive the signed document.
2. The Amendment to the Oil and Gas Lease only contains the provisions that you stated would be approved at this time. There is not any provision in this current Amendment that pertains to pooling. I would appreciate a response to our request to amend the original lease as it pertains to the terms in the attached amendment.
3. Hunt Oil Company would like to begin the drilling process in the coming weeks and would like to have all of our documentation in place before we do so. If you will please contact me at your earliest convenience regarding both of these documents I would very much appreciate it.

Thank you for your cooperation

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

HUNT003322

1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

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HUNT003323

From: Bill Osborn
To: "h.l.tompkins@jpmorgan.com"
Cc: "H.L. Tompkins"
Subject: Lease Amendment
Date: Tuesday, September 07, 2010 3:00:59 PM

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003324

From: Bill Osborn
To: "H L Tompkins"
Cc: "h.l.tompkins@jpmorgan.com"
Subject: Hunt Lease Amendment
Date: Monday, September 20, 2010 3:54:45 PM
Attachments: Amendment to STS Lease Oil and Gas Lease9-20-10.DOC

H.L.

Attached is the latest lease amendment w/ the pooling clause removed. Please sign and return to me at your earliest convenience. Feel free to make any revisions and send back to me for our review.

Thanks,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003325

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
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W. Frank McCreight
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TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
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Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
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ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
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W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

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Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County,
Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen
County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle
County, Texas, and Volume 451, Page 136, Deed Records, McMullen County,
Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas
(amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen
County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas
Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Subject: Hunt Oil Documents
Date: Monday, June 07, 2010 2:07:29 PM

Mr. Tompkins,

I really need to get the documents in your possession completed to satisfy all curative and drilling requirements for our initial well in LaSalle County, TX. If there is someone that I need to contact to facilitate the completion of the Amendment to the Oil and Gas Lease as well as the Certification of Trust documents that I initially sent to you on March 23, 2010 and again on May 26, 2010 please advise me of their contact information. I am sure that you can appreciate that I have others depending on me to do my job so that they can do theirs. This issue is beginning to become more urgent as the days go by. I would very much appreciate it if you would give me an update on both documents at your earliest convenience. Thank you for your attention to this matter.

Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003335

DOCUMENT SCANNED AS FILED

From: [Bill Osborn](#)
To: "[H.L. Tompkins](#)"; "h.l.tompkins@jpmorgan.com"
Subject: Update
Date: Thursday, July 29, 2010 3:36:49 PM

Mr. Tompkins,

I would appreciate it if you could give me a call at your convenience to discuss the issues that we have proposed to you.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003336

From: [Tompkins, H.L.](#)
To: [Bill Osborn](#)
Cc: [Hayes-Davis, Bertram](#)
Subject: RE: Meeting
Date: Monday, March 14, 2011 11:18:20 AM
Attachments: [image001.png](#)

Bill:

Please accept this message as our confirmation of our shared understanding the information shared in our meeting is and will remain confidential as to third parties.

Thank you for the consideration of our use of a message in lieu of a formal, written Confidentiality Agreement. Also, thank you and the rest of the Hunt team for your time and effort to meet with us.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Friday, March 11, 2011 10:44 AM
To: Tompkins, H L
Subject: Meeting

H.L.,
We appreciate you all taking the time to visit this morning and I hope you were able to gather the information that you needed.

Just as a formality, I was hoping you could respond to this email as a confirmation that the maps, data & information regarding Hunt Oil Company's operations in LaSalle & McMullen Counties, Texas, that was shared with yourself, Michael Stell and Bertram Hayes-Davis on 3/11/11 will remain confidential as to third parties. We realize that per the lease terms you are due this info upon request. Without getting into a written agreement I thought just an email would suffice.

Thanks again for your cooperation and assistance.

Take Care,
Bill

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

HUNT003337

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HUNT003338

From: Curtis Riddle
Sent: Thursday, June 24, 2010 2:47 PM
To: Bill Osborn; Larry Guzick
Subject: FW: Certification of Trust - comments on revised executed final document

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Robert P. Baxter Jr. [mailto:baxfam5@swbell.net]
Sent: Friday, June 11, 2010 8:51 PM
To: Bill Osborn
Cc: Curtis Riddle
Subject: RE: Certification of Trust - comments on revised executed final document

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Robert P. (Bob) Baxter, Jr.
Law Offices of Robert P. Baxter, Jr., P.C.
3847 Townsend Drive
Dallas, Texas 75229

Email: baxfam5@swbell.net
Bus.: (214) 902-0378
Fax: (214) 352-9995
Mobile: (469) 233-1219

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Friday, June 11, 2010 2:32 PM
To: Robert P. Baxter Jr.
Subject: FW: Certification of Trust

[REDACTED]

[REDACTED]

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Wednesday, June 09, 2010 4:53 PM
To: Bill Osborn
Subject: RE: Certification of Trust

Mr. Osborn:

Attached is the Certificate of Trust as amended by our legal and fiduciary team.

My apology for only now forwarding it to you now.

HLT

H.L.Tompkins, CPL

J.P.Morgan

H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Wednesday, June 09, 2010 4:13 PM
To: H L Tompkins
Subject: Certification of Trust

Mr. Tompkins,

I have not received the Certification of Trust document that we spoke about this morning. Please advise if it was sent.

Thanks,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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86575
LSE

**INTEROFFICE
CORRESPONDENCE**

TO: John Murdock
Eugene Cross

COPIES: HL086575-00

FROM: Laverne Hearn

DATE: January 13, 2011

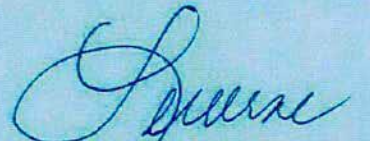
SUBJECT: HL086575-00
Check Cancellation/VOID
Delay Rental Payment
CC - #22028600; GL #5000580
North Hawkville Prospect
McMullen/LaSalle County, Texas

Please Void the attached delay rental check(s):

<u>Lse #</u>	<u>Check #</u>	<u>Amount</u>	<u>Dated</u>	<u>Payee</u>
86575-00	7060148	\$237,120.50	01/01/11	South Texas Syndicate

The above referenced check has been VOIDED and replaced with our Check #7060149 in the amount of \$170,755.50 covering delay rental payments for the period of February 26, 2011 through February 26, 2012. I have handcarried the original check to Treasury and ask that they please Void this item in the appropriate Cash and Accounting Ledgers. Also, please note that the above referenced check have been voided in Tobin with applicable remarks to reflect the above changes.

If you need additional information, please give me a call at Ext. 8739.


Laverne Hearn, CPLTA, CMM

Attch



STOP PAYMENT / CANCELLATION REQUEST

Before requesting a stop payment or cancellation, please check in SAP to ensure check has not already cleared using transaction FCH1

For field instructions, select field. Input instructions will appear next to data entry field.

Date: 1/13/11

Requestor: Laverne Hearn

Phone: 8739

Company: Hunt Oil Company

Account Number:

Check Date: 01/01/11

Check Number: 7060148

Check Amount: \$237,120.50

Payee: South Texas Syndicate Trust (Ck VOIDED; Repl Ck #7060149)

Vendor / Owner #:

SAP Document #

Reason for Stop Pay: Other (Please show in space provic required; original check VOIDED and handc

Mailing Instructions

When all information is complete select the Submit Button to the right. Email will be automatically sent to:
Treasury

Send for Approval

This section will be completed after Stop Payment is completed.

Stop pay order completed by:

Date:

Posted to cash sheet by:

Date:

Send Confirmation

Confirmation will be sent to Requestor as shown in top of form.

CC# 22132100; GL A/c# 5000580



LEASE NO: HL086575 - 00

IN PAYMENT OF DELAY RENTAL DUE FROM 02/26/2011 TO 02/25/2012 PER TERMS OF LEASE
RECORDED IN VOLUME 451 PAGE 136 FILE 62602
RECORDS OF MC MULLEN COUNTY/PARISH TEXAS

FOR DEPOSIT TO THE CREDIT OF:	PAYMENT AMOUNT	BANK CHARGE
SOUTH TEXAS SYNDICATE TRUST C/O JPMORGAN CHASE BANK NA TRUSTEE P O BOX 2605 FT WORTH, TX 76113	237,120.50	0.00
TX 3 7213		

VOID

PAYEE HEREOF PLEASE MAKE DEPOSIT OF ORIGINAL CHECK AS LISTED ABOVE AND RECEIPT AND RETURN WHITE COPY TO ABOVE PAYOR, AND RETAIN YELLOW COPY OR SEND TO LESSOR.

RECEIVED _____ BANK
BY _____ DATE _____
CASHIER

ll

Controlled Disbursement
Bank of America, N.A.
Atlanta, Dekalb County, Georgia



RENTAL CHECK 64-1278/811

LEASE NO: HL086575 - 00

CHECK NO: 0007060148

DATE: 01/01/2011

BEING PAYMENT OF
RENTAL PER TERMS OF LEASE
DESCRIBED ON VOUCHER

TWO HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED TWENTY
DOLLARS AND FIFTY CENTS

\$237,120.50

PAY TO THE ORDER OF:

VOID

0007060148
SOUTH TEXAS SYNDICATE TRUST
C/O JPMORGAN CHASE BANK NA TRUSTEE
P O BOX 2605
FT WORTH, TX 76113

HUNT OIL COMPANY

COPY NON-NEGOTIABLE

11994-5

COPY OF ORIGINAL RENTAL CHECK DEPOSITED
BY HUNT OIL COMPANY WITH PAYEE SHOWN



HUNTO02729



LEASE NO: HL086575 - 00

IN PAYMENT OF DELAY RENTAL DUE FROM 02/26/2011 TO 02/25/2012 PER TERMS OF LEASE
RECORDED IN VOLUME 451 PAGE 136 FILE 62602
RECORDS OF MC MULLEN COUNTY/PARISH TEXAS

FOR DEPOSIT TO THE CREDIT OF:	PAYMENT AMOUNT	BANK CHARGE
SOUTH TEXAS SYNDICATE TRUST C/O JPMORGAN CHASE BANK NA TRUSTEE P O BOX 2605 FT WORTH, TX 76113	237,120.50	0.00

TX 3 7213

VOID

PAYEE HEREOF PLEASE MAKE DEPOSIT OF ORIGINAL CHECK AS LISTED ABOVE AND RECEIPT AND RETURN WHITE COPY TO ABOVE PAYOR, AND RETAIN YELLOW COPY OR SEND TO LESSOR.

RECEIVED _____ BANK
BY _____ CASHIER DATE _____

lh

Controlled Disbursement
Bank of America, N.A.
Atlanta, Dekalb County, Georgia



RENTAL CHECK

64-1278/611

LEASE NO: HL086575 - 00

DALLAS, TX 75201

BEING PAYMENT OF
RENTAL PER TERMS OF LEASE
DESCRIBED ON VOUCHER

CHECK NO: 0007060148

DATE: 01/01/2011

TWO HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED TWENTY
DOLLARS AND FIFTY CENTS

\$237,120.50

PAY TO THE ORDER OF:

0007060148

VOID

HUNT OIL COMPANY

SOUTH TEXAS SYNDICATE TRUST
C/O JPMORGAN CHASE BANK NA TRUSTEE
P O BOX 2605
FT WORTH, TX 76113

COPY NON-NEGOTIABLE

11994-5

COPY OF ORIGINAL RENTAL CHECK DEPOSITED
BY HUNT OIL COMPANY WITH PAYEE SHOWN



HUNT002730



LEASE NO: HL086575 - 00

IN PAYMENT OF DELAY RENTAL

DUE FROM 02/26/2010 TO 02/25/2011 PER TERMS OF LEASE

RECORDED IN VOLUME 451

PAGE 136 FILE 62602

RECORDS OF MC MULLEN

COUNTY/PARISH TEXAS

FOR DEPOSIT TO THE CREDIT OF:	PAYMENT AMOUNT	BANK CHARGE
SOUTH TEXAS SYNDICATE TRUST JPMORGAN BANK NA TRUSTEE TX 3 7213 1020 N E LOOP 410 SUITE 320 SAN ANTONIO, TX 78209 TX 3 7213 CLEARED 01/14/2010	237,120.50	0.00

PAYEE HEREOF PLEASE MAKE DEPOSIT OF ORIGINAL CHECK AS LISTED ABOVE AND RECEIPT AND RETURN WHITE COPY TO ABOVE PAYOR, AND RETAIN YELLOW COPY OR SEND TO LESSOR.

RECEIVED _____ BANK
BY _____ CASHIER DATE _____

Controlled Disbursement
Bank of America, N.A.
Atlanta, Dekalb County, Georgia

LEASE NO: HL086575 - 00

CHECK NO: 0007055666

DATE: 01/01/2010



DALLAS, TX 75201

RENTAL CHECK

64-1278/611

BEING PAYMENT OF
RENTAL PER TERMS OF LEASE
DESCRIBED ON VOUCHER

TWO HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED TWENTY
DOLLARS AND FIFTY CENTS

\$237,120.50

PAY TO THE ORDER OF:

0007055666

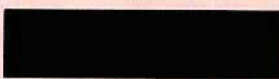
SOUTH TEXAS SYNDICATE TRUST
JPMORGAN BANK NA TRUSTEE TX 3 7213
1020 N E LOOP 410
SUITE 320
SAN ANTONIO, TX 78209

HUNT OIL COMPANY

COPY NON-NEGOTIABLE

10550-4

COPY OF ORIGINAL RENTAL CHECK DEPOSITED
BY HUNT OIL COMPANY WITH PAYEE SHOWN



HUNT002731

=====

Dallas Downtown Station
DALLAS, Texas
752013112
4822710201-0098
12/31/2009 (800)275-8777 03:35:29 PM

=====

=====

Sales Receipt

=====

Product Description	Sale Unit Qty	Unit Price	Final Price
SALT LAKE CITY UT 84102 Zone-5 Express Mail PO-Add Flat Rate			\$17.50
Rate			
2.50 oz.			
Label #:	EM284256175US		
Next Day 3PM / No Holiday Delivery			
Signature Requested			
Customer Postage			-\$17.50
Subtotal:			\$0.00
			=====
Issue PVI:			\$0.00
SAN ANTONIO TX 78209 Zone-3 Express Mail PO-Add Flat Rate			\$17.50
2.50 oz.			
Label #:	EM284255467US		
Next Day 3PM / No Holiday Delivery			
Signature Requested			
Customer Postage			-\$17.50
Subtotal:			\$0.00
			=====
Issue PVI:			\$0.00
AUSTIN TX 78701 Zone-3 Express Mail PO-Add Flat Rate			\$17.50
3.20 oz.			
Label #:	EM284255422US		
2nd Day Noon / Normal Delivery			
Signature Requested			
Customer Postage			-\$17.50
Subtotal:			\$0.00
			=====
Issue PVI:			\$0.00
DENVER CO 80217 Zone-5 Express Mail PO-Add Flat Rate			\$17.50
2.70 oz.			
Label #:	EM284255405US		

HUNT002732

Next Day 3PM / No Holiday
Delivery
Signature Requested
Customer Postage -\$17.50
Subtotal: \$0.00
=====

Issue PVI: \$0.00

DENVER CO 80217 \$17.50
Zone-5 Express Mail
PO-Add Flat Rate
2.50 oz.

Label #: EM284255440US
Next Day 3PM / No Holiday
Delivery
Signature Requested
Customer Postage -\$17.50
Subtotal: \$0.00
=====

Issue PVI: \$0.00

=====
Total: \$0.00

Paid by:

Order stamps at USPS.com/shop or
call 1-800-Stamp24. Go to
USPS.com/clicknship to print
shipping labels with postage. For
other information call
1-800-ASK-USPS.

Bill#:1000200182227
Clerk:03

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to:
<https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy

HUNTO02733



EN 284255467 US

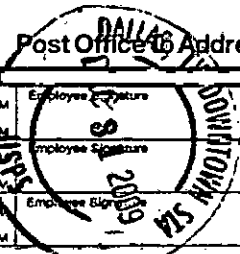


Customer Copy
Label 11-F, April 2004

Post Office to Addressee

ORIGIN (POSTAL SERVICE USE ONLY)		
PO ZIP Code 75201	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd Bus. Day	Postage \$ 17.50
Date Accepted 10/31/09 Mo. Day Year	Scheduled Date of Delivery 01/02 Month Day	Return Receipt Fee \$
Time Accepted 3:30 PM <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 5 PM	GOD Fee Insurance Fee \$ \$
Flat Rate <input type="checkbox"/> or Weight	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Package & Fees \$ 17.50
Rts. OZs.	Int'l Alpha Country Code	Acceptance Empr. Initials

DELIVERY (POSTAL SERVICE USE ONLY)		
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM Employee Signature
<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent if delivery employee judges that article can be left in secure location and I authorize that delivery employee's signature constitutes valid proof of delivery.		
NO DELIVERY <input type="checkbox"/> Weekend <input checked="" type="checkbox"/> Holiday		
Customer Signature		



CUSTOMER USE ONLY	
METHOD OF PAYMENT: Express Mail Corporate Acct. No.	

Federal Agency Acct. No. or Postal Service Acct. No.
--

FROM: (PLEASE PRINT) PHONE ()
HUNT OIL COMPANY 1900 NORTH AKARD ST. DALLAS, TX 75201

TO: (PLEASE PRINT) PHONE ()
SOUTH TEXAS SYNDICATE TRUST JPMORGAN BANK NA TRUSTEE TX 3 7213 1020 N E LOOP 410 suite 320 SAN ANTONIO, TX 78209

FOR PICKUP OR TRACKING: Visit www.usps.com or Call 1-800-222-1811



HUNT002734

LEASE PROCESSING WORKSHEET

DATE: July 20 2009
 COUNTY/PARISH: LaSalle STATE: Texas
 PROSPECT NAME: South Texas Syndicat PROSPECT NO. 103 QUIET DEAL? No

LEASE NO. T-ST3-004 SUFFIX 00
 Broad Oak Office: Dallas

Lessor: South Texas Syndicate, by JPMorgan Chase
 P.O. Box 47531, MS-TX3-7207
 San Antonio, TX 78265

Lessee: Broad Oak Energy, Inc.
 1755 Wittington Place, Suite 500
 Dallas, TX 75234

Federal/State/Indian Serial #: _____

Lease Date: February 26 2007
 Effective Date: February 26 2007
 Rental Due Date: _____
 Expiration Date: February 25 2013

Lease Status: Non-Producing

Recording Data: Book Page Journal/Inst. #

Bonus Amount: \$0.00
 Draft/Check #: _____

Renewal Extension of Lease No. _____ Additional Interest to Lease No. _____

Ownership:

Gross Acres	Lessor Mineral Interest	Lessor Net Acres	Overlap Acres	BOE Net Acres	Federal Chargeable Acres
2371.2050		2371.205		2371.2050	

Working Interest
 Broad Oak Energy, Inc. 100.00%

Partner Name: _____
 Partner Name: _____
 Partner Name: _____

Lease Payments to be made by: Broad Oak Energy, Inc.

NOTES: Include all contract numbers for cross reference, special/unusual obligations, information that exceeds any of the sections above, etc.

Original lease primary term has been extended - amendment of OGL extends primary term to 6 years; Delay rentals have been increased to \$100 per acre for all lands not included in a producing unit or \$50 per acre if you commence the drilling of a well in the year preceding the rental date; and Rentals are due each year regardless of production.

Original Copy of Draft Fully executed W-9

Original Lease
 Copy of Lease
 Lessor's address and SSNTIN, if not on lease:

Recording Instructions
 Record
 Lease sent for recording on: _____
 Recording Remarks: _____

Recording Instructions
 Original Assignment
 Copy of Assignment
 Assignment sent for recording on: _____

Plat (leased acreage depicted in yellow)
 Reference Deed (if used in description)
 RDO
 Ownership Report
 Instruments to be transmitted at later date? When? _____
 Instruments filed for approval with governmental agency? _____ to file? _____

REMARKS: _____

Prepared By: John D. Braddock Date: July 20 2009

Land Administration	OGSYS loaded	Verified	GIS
(Initials)	(Initials)	(Initials)	(Initials)

T-ST3-004-00
 HUNT002735

AMENDMENT OF MEMORANDUM OF OIL AND GAS LEASE 83032

THE STATE OF TEXAS §
§
COUNTIES OF LASALLE §
and MCMULLEN §
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, On February 26, 2007, the SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE, as Lessor, executed an Oil and Gas Lease ("the Lease") in favor of BROAD OAK ENERGY, INC., as Lessee, covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas; a Memorandum of which is recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas and Volume 451, Page 136, Deed Records, McMullen County, Texas ("the Memorandum"); and,

WHEREAS, Lessor and Lessee have amended, among other things, the Primary Term of the Lease and Lessor and Lessee desire to give notice to all third parties dealing with Lessor or Lessee or with the lands covered by the Lease regarding the amendment of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Lessor and Lessee do hereby amend the Memorandum as follows:

The paragraph located directly below the description of the Leased Premises on page number 1 of the Memorandum shall be deleted in its entirety and the following shall be substituted therefore:

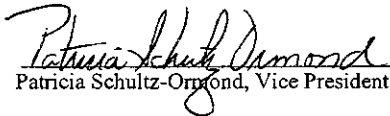
"The Oil and Gas Lease and all its terms, conditions, covenants and provisions are incorporated into and made a part of this Memorandum in all respects. Originals of the Oil and Gas Lease are in the possession of Lessor and Lessee. Among other provisions, the Oil and Gas Lease provided for a primary term of six (6) years from the date of the Lease and as long as the Oil and Gas Lease is continued in force and effect under its terms and provisions."

Lessor acknowledges that the Memorandum, as amended, is valid and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed and made effective this 16th day of July, 2009.

LESSOR

SOUTH TEXAS SYNDICATE, a liquidating Trust
by JPMORGAN CHASE BANK, N.A., TRUSTEE

By: 
Patricia Schultz-Orrmond, Vice President

LESSEE

BROAD OAK ENERGY, INC.

By:  AB
David B. Braddock, Chief Executive Officer

VOL. 482 PAGE 503

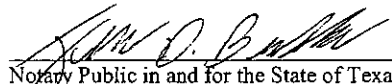
STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **Patricia Schultz-Ormond**, as Vice President of **JPMORGAN CHASE BANK, N.A.**, a national banking association, **TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, a liquidating Trust**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 16TH day of July, 2009.



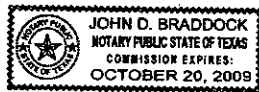

Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

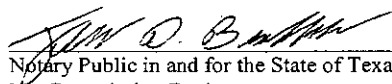
STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **David B. Braddock**, Chief Executive Officer of **BROAD OAK ENERGY, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 16TH day of July, 2009.




Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

83032

RECORDED
INDEXED
JUL 27 2009
11:39 AM
COUNTY CLERK
LA SALLE COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF LA SALLE

I CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE
DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS
DULY RECORDED IN THE VOLUME AND PAGE OF THE
Book RECORDS OF LA SALLE COUNTY,
TEXAS AS STAMPED HEREON BY ME.



Margarita A. Saavedra
COUNTY CLERK
LA SALLE COUNTY, TEXAS
BY *Dora M. [Signature]* DEPUTY

HUNT002738

AMENDMENT OF MEMORANDUM OF OIL AND GAS LEASE

64934

THE STATE OF TEXAS §
§
COUNTIES OF LASALLE §
and MCMULLEN §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, On February 26, 2007, the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE**, as Lessor, executed an Oil and Gas Lease ("the Lease") in favor of **BROAD OAK ENERGY, INC.**, as Lessee, covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas; a Memorandum of which is recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas and Volume 451, Page 136, Deed Records, McMullen County, Texas ("the Memorandum"); and,

WHEREAS, Lessor and Lessee have amended, among other things, the Primary Term of the Lease and Lessor and Lessee desire to give notice to all third parties dealing with Lessor or Lessee or with the lands covered by the Lease regarding the amendment of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Lessor and Lessee do hereby amend the Memorandum as follows:

The paragraph located directly below the description of the Leased Premises on page number 1 of the Memorandum shall be deleted in its entirety and the following shall be substituted therefore:

"The Oil and Gas Lease and all its terms, conditions, covenants and provisions are incorporated into and made a part of this Memorandum in all respects. Originals of the Oil and Gas Lease are in the possession of Lessor and Lessee. Among other provisions, the Oil and Gas Lease provided for a primary term of six (6) years from the date of the Lease and as long as the Oil and Gas Lease is continued in force and effect under its terms and provisions."

Lessor acknowledges that the Memorandum, as amended, is valid and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed and made effective this 16th day of July, 2009.

LESSOR

SOUTH TEXAS SYNDICATE, a liquidating Trust
by **JPMORGAN CHASE BANK, N.A., TRUSTEE**

By: Patricia Schultz-Ormond
Patricia Schultz-Ormond, Vice President

LESSEE

BROAD OAK ENERGY, INC.

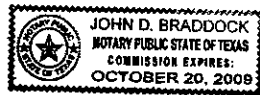
By: David B. Braddock *DB*
David B. Braddock, Chief Executive Officer


STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **Patricia Schultz-Ormond**, as Vice President of **JPMORGAN CHASE BANK, N.A.**, a national banking association, **TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, a liquidating Trust**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 16th day of July, 2009.



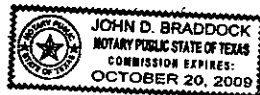

Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

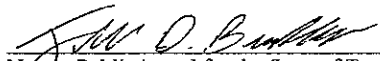
STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **David B. Braddock**, Chief Executive Officer of **BROAD OAK ENERGY, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 16th day of July, 2009.




Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

470-363

4770-14

64934

FILED FOR RECORD

THIS DAY OF APR 2009
 AT 1:35 O'CLOCK P M

JUL 20 2009

Dorairene Garza
 CLERK COUNTY COURT McMULLEN CO. TX
 BY *[Signature]* DEPUTY

Good Oak Energy

THE STATE OF TEXAS
 COUNTY OF McMULLEN

I, Dorairene Garza, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record in my office this day of 12-31-2008 at 1:20 P.M., and duly recorded in the day of 12-31-2008 at 1:20 o'clock P.M., in the Volume 4770 Records of said County, 59 on pages 281-282.

Witness my hand and the seal of the County Court of said County at the office in Tilden, Texas, the day and year last above written.

[Signature]
 Dorairene Garza
 Deputy Clerk, County Court, McMullen County, Texas

HUNT002741

AMENDMENT OF OIL AND GAS LEASE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LASALLE §
 §
 §
 §

WHEREAS, On February 26, 2007, the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE**, as Lessor, executed an Oil and Gas Lease in favor of **BROAD OAK ENERGY, INC.**, as Lessee, covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas ("the Lease"); a Memorandum of which is recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas and Volume 451, Page 136, Deed Records, McMullen County, Texas ("the Memorandum"); and,

WHEREAS, Lessor and Lessee desire to amend the primary term of the Lease and the Delay Rentals provision of the Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 2. of the Lease is hereby deleted in its entirety and the following is substituted therefore:

"2. Subject to the other provisions herein contained, this lease shall be for a period of six (6) years from this date (called Primary Term), and for so long thereafter as oil or gas in paying quantities is produced from the leased premises or this lease is maintained in force by virtue of some other provision hereof."

2. Paragraph 4. of the Lease is hereby deleted in its entirety and the following is substituted therefore:

"4. If operations for drilling are not commenced on the leased premises on or before one (1) year from the date of this lease, this lease shall then terminate as to both parties unless on or before said date, LESSEE shall pay or tender to LESSOR or to the credit of LESSOR in JPMORGAN CHASE BANK, N.A., Oil and Gas Management, P.O. Box 2605, Fort Worth, Texas 76113 (which bank and its successors are LESSOR'S agent and shall continue as a depository for all rental payable hereunder regardless of changes in ownership of the leased premises or the rental) the sum of FIFTY DOLLARS (\$50.00) per acre (herein called rental) for the number of acres then covered by this lease which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. Thereafter, and continuing until rental due February 26, 2009, upon the payment or tender in like manner annually the sum of FIFTY DOLLARS (\$50.00) per acre for the number of acres then covered by this lease and not previously surrendered as herein provided, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the Primary Term. Beginning with rentals due on the third anniversary hereof (February 26, 2010) and thereafter, rentals shall be increased to ONE HUNDRED DOLLARS (\$100.00) per acre for the number of acres then covered by this lease and not previously surrendered as herein provided. Notwithstanding the foregoing, following the second anniversary date of this Lease, if Lessee commences a well pursuant to the terms hereof on the leased premises within the twelve (12) month period preceding a rental payment date the sum payable hereunder for the ensuing rental payment shall be reduced to FIFTY DOLLARS (\$50.00) per acre for the number of acres then covered by this lease and not previously surrendered. If Lessee does not commence a well within the twelve months preceding a rental

payment date, rental shall remain at \$100.00 per net mineral acre for the ensuing rental. Payment or tender of rental under this Section may be made by check of LESSEE, mailed or delivered to the parties entitled thereto or to said bank on or before such date of payment. If such bank (or any other successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, LESSEE shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after LESSOR shall have delivered to LESSEE a proper recordable instrument naming another bank as agent to receive such payment or tender. The cash down payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. LESSEE may at any time or times execute and deliver to LESSOR or to the depository above named a recordable release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all unaccrued obligations as to the acreage surrendered. Upon receipt by LESSOR of such release or releases, then rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.


(b) **Required Delay Rental Payments:** Notwithstanding anything contained in Subparagraph 4 (a) above to the contrary, Lessee shall not be relieved of the payment of rentals as to said lands during the primary term as provided above, EXCEPT as to (i) such of said lands as may be ascribed to producing oil and gas wells (including lands ascribed to shut-in gas wells pursuant to provisions of Paragraphs 3 and 5 hereof); (ii) lands that may be released by Lessee prior to the applicable rentals paying date pursuant to the provisions of Subparagraph 4 (a) above; and (iii) such of said lands as may be ascribed to wells which the Lessee has commenced as defined in Subparagraph 5 (i) but which have not been completed by Lessee prior to the rental paying date; and in order to maintain this lease in force and effect as to the remainder of said lands, Lessee shall make payment on the applicable rental paying date of rentals at the rate per net acre hereinabove specified. Should Lessee fail to make payment of rentals as to said lands not excepted from such payment, this lease shall terminate on the anniversary date of this lease as to the acreage covered hereby upon which such rentals should have been paid, and Lessee shall promptly execute and file for record in the applicable County a release of all acreage as to which this lease so terminates."

Lessor acknowledges that the Lease, as amended, is valid and in full force and effect and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor's interest in and to the above described lands upon the same terms, conditions and provisions as are contained in said Lease as amended hereby.

Dated and made effective as of the 16th day of July, 2009.

LESSOR

SOUTH TEXAS SYNDICATE, a liquidating Trust
by JPMORGAN CHASE BANK, N.A., TRUSTEE

By: 
Patricia Schultz-Ormond, Vice President

LESSEE

BROAD OAK ENERGY, INC.

By: *David B. Braddock* *DBS*
David B. Braddock, Chief Executive Officer

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **Patricia Schultz-Ormond**, as Vice President of **JPMORGAN CHASE BANK, N.A.**, a national banking association, **TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, a liquidating Trust**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 16th day of July, 2009.



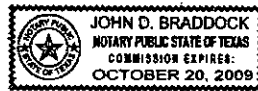
John D. Braddock
Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **David B. Braddock**, Chief Executive Officer of **BROAD OAK ENERGY, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 16th day of July, 2009.



John D. Braddock
Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

MEMORANDUM OF OIL AND GAS LEASE

79395

THE STATE OF TEXAS

COUNTIES OF LASALLE
and McMULLEN

§
§
§
§

62602

By Oil and Gas Lease dated February 26, 2007, the SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE, as LESSOR, whose address is c/o Oil & Gas Group, P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265-7531, for good and valuable consideration have GRANTED, DEMISED, LEASED and LET to BROAD OAK ENERGY, INC., hereinafter referred to as LESSEE, whose mailing address is 1755 Whittington Place, Suite 400, Dallas, Texas 75234, and contemporaneously hereby GRANT, DEMISE, LEASE and LET unto Lessee for the purposes set forth in the Oil and Gas Lease, all of that certain land called "Leased Premises" situated in the Counties of LaSalle and McMullen, State of Texas, to-wit:

2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as nine (9) tracts of land as follows, to-wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas;

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas;

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas;

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas;

Tract 5: 337.70 acres, more or less, being the N/2 of M. E. Lane Survey No. 8 A-621, McMullen County, Texas;

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M. E. Lane Survey No. 30, A-622, McMullen County, Texas;

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas;

Tract 8: 331.825 acres, more or less, being the N/2 of H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 9: 331.825 acres, more or less, being the South one-half of H & GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

The Oil and Gas Lease and all of its terms, conditions, covenants and provisions are incorporated into and made a part of this Memorandum in all respects. Originals of the Oil and Gas Lease are in the possession of Lessor and Lessee. Among other provisions, the Oil and Gas Lease provided for a primary term of three (3) years from the date of the Lease and as long thereafter as the Oil and Gas Lease is continued in force and effect under its terms and provisions.

This Memorandum is executed for the purpose of filing this instrument of record in the Official Records of LaSalle and McMullen Counties, Texas, to give notice to all third parties dealing with Lessor or Lessee or with the lands above described of the existence of the Oil and Gas Lease. The Oil and Gas Lease and this Memorandum shall be binding upon Lessor and Lessee and their respective heirs, successors, representatives, and assigns.

Dated this day of 26th day of February, 2007.

SOUTH TEXAS SYNDICATE TRUST
BY JPMORGAN CHASE BANK, N.A., TRUSTEE

By: Patricia Schultz Ormond
Patricia Schultz Ormond, Vice President

LESSOR

VOL 451 PAGE 136

VOL. 461 PAGE 525

HUNT002745

BROAD OAK ENERGY, INC.

By: [Signature]
David B. Braddock, Chief Executive Officer

Handwritten initials

LESSEE

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Schultz-Ormond, as Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 27 day of February, 2007.

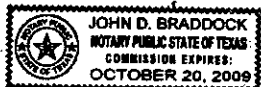


[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 6-5-2010

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David B. Braddock, Chief Executive Officer of BROAD OAK ENERGY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 4 day of March, 2007.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

VOL 451 PAGE 137

2 VOL. 461 PAGE 526

HUNT002746

4710-19

62602

FILED FOR RECORD
 THIS DAY OF APR 2007
 AT 2:58 O'CLOCK P M
 MAR 14 2007
 Dorairene Garza
 COUNTY CLERK
 LA SALLE COUNTY, TEXAS
 BY [Signature] DEPUTY

[Signature]

THE STATE OF TEXAS
COUNTY OF LA SALLE

I CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE
DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS
DULY RECORDED IN THE VOLUME AND PAGE OF THE
Book RECORDS OF LA SALLE COUNTY,
TEXAS AS STAMPED HEREON BY ME.

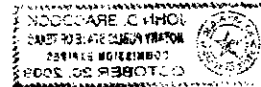


Margarita Arzoueda
COUNTY CLERK
LA SALLE COUNTY, TEXAS
BY: [Signature] DEPUTY

THE STATE OF TEXAS
COUNTY OF McMULLEN
I, Dorairene Garza, Clerk of the County Court of said County, do
hereby certify that the foregoing instrument of writing, with its
certificate of authentication was filed for record in my office this
day of MAR 14 2007 A.D. 20
at 2:58 o'clock P M. and duly recorded the
day of MAR 14 2007 at 2:58 o'clock P M.
in the Book Records of said County on
Volume 147 on pages 147-148
Witness my hand and the seal of the County Court of said County
at the office in Tilden, Texas, the day and year last above written.

[Signature]
Dorairene Garza
Clerk, County Court, McMullen County, Texas

FILED FOR RECORD
 MAR 14 2007
 CLERK OF COUNTY
 McMullen County, Texas



79395

HUNT002747

COPY

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
COUNTIES OF LASALLE §
and McMULLEN §

By Oil and Gas Lease dated February 26, 2007, the SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE, as LESSOR, whose address is c/o Oil & Gas Group, P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265-7531, for good and valuable consideration have GRANTED, DEMISED, LEASED and LET to BROAD OAK ENERGY, INC., hereinafter referred to as LESSEE, whose mailing address is 1755 Whittington Place, Suite 400, Dallas, Texas 75234, and contemporaneously hereby GRANT, DEMISE, LEASE and LET unto Lessee for the purposes set forth in the Oil and Gas Lease, all of that certain land called "Leased Premises" situated in the Counties of LaSalle and McMullen, State of Texas, to-wit:

2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as nine (9) tracts of land as follows, to-wit:

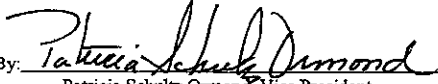
- Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas;
- Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas;
- Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas;
- Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas;
- Tract 5: 337.70 acres, more or less, being the N/2 of M. E. Lane Survey No. 8 A-621, McMullen County, Texas;
- Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M. E. Lane Survey No. 30, A-622, McMullen County, Texas;
- Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas;
- Tract 8: 331.825 acres, more or less, being the N/2 of H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas; and
- Tract 9: 331.825 acres, more or less, being the South one-half of H & GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

The Oil and Gas Lease and all of its terms, conditions, covenants and provisions are incorporated into and made a part of this Memorandum in all respects. Originals of the Oil and Gas Lease are in the possession of Lessor and Lessee. Among other provisions, the Oil and Gas Lease provided for a primary term of three (3) years from the date of the Lease and as long thereafter as the Oil and Gas Lease is continued in force and effect under its terms and provisions.

This Memorandum is executed for the purpose of filing this instrument of record in the Official Records of LaSalle and McMullen Counties, Texas, to give notice to all third parties dealing with Lessor or Lessee or with the lands above described of the existence of the Oil and Gas Lease. The Oil and Gas Lease and this Memorandum shall be binding upon Lessor and Lessee and their respective heirs, successors, representatives, and assigns.

Dated this day of 26th day of February, 2007.

SOUTH TEXAS SYNDICATE TRUST
BY JPMORGAN CHASE BANK, N.A., TRUSTEE

By: 
Patricia Schultz Ormond, Vice President
LESSOR

BROAD OAK ENERGY, INC.

By: [Signature]
David B. Braddock, Chief Executive Officer

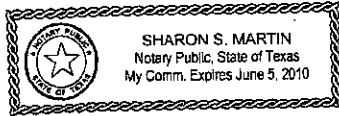
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LESSEE

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Schultz-Ormond, as Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 27 day of February, 2007.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 6-5-2010

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David B. Braddock, Chief Executive Officer of BROAD OAK ENERGY, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 4 day of March, 2007.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
 COUNTIES OF LASALLE §
 AND MCMULLEN §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made, entered into and effective as of the 26th day of February, 2007, by and between **SOUTH TEXAS SYNDICATE TRUST** by **JPMORGAN CHASE BANK, N.A., TRUSTEE**, hereinafter referred to as LESSOR, whose mailing address is P. O. Box 47531, MS TX3-7213, San Antonio, Texas 78265, and **BROAD OAK ENERGY, INC.**, a Delaware Corporation (hereinafter referred to as "Lessee"), hereinafter referred to as LESSEE, whose mailing address is 1755 Whittington Place, Suite 400, Dallas, Texas 75234.

GRANTING CLAUSE; LAND COVERED

1. LESSOR, in consideration of TEN DOLLARS (\$10.00) in hand paid, of the royalties herein provided and of the agreements of LESSEE herein contained, hereby GRANTS, LEASES and LETS unto LESSEE for the purpose of investigating, exploring, prospecting, drilling for and producing oil and gas, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described tract(s) of land in LaSalle and McMullen Counties, Texas (hereinafter referred to as the "leased premises"), being more particularly described as follows:

2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as nine (9) tracts of land as follows, to-wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas;

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas;

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas;

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas;

Tract 5: 337.70 acres, more or less, being the N/2 of M. E. Lane Survey No. 8 A-621, McMullen County, Texas;

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M. E. Lane Survey No. 30, A-622, McMullen County, Texas;

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas;

Tract 8: 331.825 acres, more or less, being the N/2 of H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 9: 331.825 acres, more or less, being the South one-half of H & GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

(For the purpose of calculating any payments hereinafter provided for, the leased premises shall be considered to comprise 2,371.205 acres, whether it actually comprises more or less).

LEASE TERM

2. Subject to the other provisions herein contained, this lease shall be for a period of three (3) years from this date (called Primary Term), and for so long thereafter as oil or gas in paying

quantities is produced from the leased premises or this lease is maintained in force by virtue of some other provision hereof.

ROYALTIES

3. The royalties to be paid by LESSEE are:

(a) On all oil and on all liquid hydrocarbons extracted from gas under the provisions of Subsection (b) below, twenty-five percent (25%) of that produced and saved from the leased premises, the same to be delivered to LESSOR free of cost into the storage tanks or into the pipeline to which the wells may be connected, or, at LESSOR'S option, such oil and liquid hydrocarbons shall be sold with LESSEE'S oil and liquid hydrocarbons at the same price received by LESSEE (but in no event for less than the market value thereof), or, at LESSOR'S option, such products shall be delivered to LESSOR at the wells into tanks or other receptacles to be furnished by LESSOR. LESSOR'S options hereunder may be exercised from time to time, upon 30 day written notice to LESSEE, and the exercise or failure to exercise an option at any time shall not constitute a waiver of LESSOR'S right to exercise further options.

(b) On gas produced from the leased premises, including casinghead gas and residue gas at the tailgate of any plant through which gas produced from the leased premises may be processed, twenty-five percent (25%) of the market value of the gas at the place of use or sale by LESSEE, or at LESSOR'S option, twenty-five percent (25%) of the gas, in kind, either at the well or at the outlet side of the separator, hereinafter provided for, or at the tailgate of any plant through which gas is processed. Prior to the use or sale of any gas produced from the leased premises, LESSEE shall run such gas through a field-type separator or other comparable equipment ordinarily used in the industry for the purpose of separating, extracting and saving liquid and liquefiable hydrocarbons recoverable from the gas, and royalties shall be payable on the remaining gas under the provisions of this Subsection (b) and royalties on the extracted liquids shall be payable under the provisions of Subsection (a) above; provided, however, LESSEE shall not be required to run the gas through a field-type separator or comparable equipment if the gas is to be processed in a recycling, absorption, pressuring or other plant belonging wholly or in part to the LESSEE or any affiliated or subsidiary company, or if the liquid hydrocarbon content of the gas is so small as to make the installation and operation of field-type separators or comparable equipment unprofitable to a reasonably prudent operator, or if the pressure of the gas is such that running the gas through a separator or comparable equipment would diminish the ability to sell and deliver the separated gas against existing gathering system or pipeline pressures.

(c) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by any extraction, absorption, pressuring or other plant belonging wholly or in part to LESSEE or any affiliated or subsidiary company, twenty-five percent (25%) of the market value at the plant of all such condensate and other products so separated, extracted, or manufactured, or, at LESSOR'S option, twenty-five percent (25%) of such condensate and other products in kind shall be delivered to LESSOR at the plant outlet. In the event of the blending of any part of such condensate or other products with chemical additives for making any product therefrom, the royalty on such products, whether paid in kind or at market value, shall be calculated at the plant outlet on the resulting blended product, less LESSOR'S proportionate share of the direct cost of such chemical additives and the blending thereof.

(d) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by an extraction, absorption, pressuring or other plant belonging to a third party or parties, twenty-five percent (25%) of the amount received by LESSEE from the sale of condensate and other products separated, extracted or manufactured by said plant and credited to LESSEE under the terms of LESSEE'S contract with such plant.

(e) This lease is intended to cover only oil and gas, but it is contemplated that some sulphur (including sulphur in hydrogen sulfide gas) may be produced necessarily with, and incidental to, the production of oil and gas and, in such event, this lease shall also cover such sulphur so produced. On all sulphur so produced under and by virtue of the terms of this lease, LESSOR shall have and be entitled to a royalty of twenty-five percent (25%) of all such sulphur produced and saved, same to be delivered to LESSOR, free of all costs, or, at the option of LESSOR, LESSEE shall pay to LESSOR twenty-five percent (25%) of the market value thereof at the place of sale, which amount shall not be less than twenty-five percent (25%) of the gross amount received by LESSEE from the sale of such sulphur.

(f) If at the expiration of the primary term or at any time or times thereafter, there is a gas well or wells (as classified by the Railroad Commission of Texas) on the leased premises, but gas is not being sold or used, LESSEE may pay as royalty, commencing on or before ninety (90) days after the date on which each such gas well is shut in, the sum of Fifty Dollars (\$50.00) for each acre of the leased premises ascribed to such gas well pursuant to the provisions of Section 5(c), and, if such payment is made or tendered, this lease shall continue in force and effect for the full ensuing year after such payment as to all of the leased premises ascribed to such gas well pursuant to the provisions of said Section 5(c) and for which such payment is made, and the intermittent production of gas from any such well during such year shall not render necessary any new or additional payments of shut-in gas well royalty with respect to such well, but LESSEE shall account to LESSOR for the royalty on any such gas actually produced in accordance with the other provisions of this Section 3, and this provision shall be recurring (the time for subsequent annual payments for each shut-in well to run from the date the first shut-in payment is made on such well); provided, however, that this provision shall not be effective to continue this lease in force and effect as to the leased premises allocated to a shut-in well pursuant to the provisions of this lease designated for a shut-in well for a period of more than two (2) consecutive years after the date that well is shut in or for shorter periods of time which from time to time aggregate two (2) years in all. Shut-in gas royalty payments may, at the option of LESSEE, be paid quarterly. One-fourth of the total amount due hereunder may be paid on the initial due date, and one-fourth quarterly thereafter until the entire amount is paid in full. All such payments shall be timely made. Any shut-in gas well royalty payment may be made by the check of LESSEE mailed or delivered to LESSOR. This provision requires a good faith tender as to the payment of shut-in gas royalty which good faith tender shall be a condition and not a covenant, and the failure to make a good faith tender of any shut-in gas royalty as herein provided shall effect an automatic termination of this lease as to the leased premises ascribed to said well.

(g) The market value of any gas, condensate or other products of gas shall never be less than the total proceeds received by LESSEE or by any affiliated or subsidiary company by reason of the sale of such gas, condensate or other products and/or the dedication of reserves. The total proceeds received shall include, but not be limited to, the fair value of all consideration received by LESSEE or by any affiliated or subsidiary company related to the marketing and/or dedication of gas, condensate, other products or reserves (such as take or pay payments, take-or-pay settlements and awards, dedication payments, advance payments, contract adjustments, gas exchange consideration, contract buy out/buy down payments and similar consideration). LESSEE shall be solely responsible for insuring that all such proceeds are received in accordance with all applicable laws and regulations. Except as specifically provided in Subsection (c) above, all royalties payable under Subsections (a), (b), (c), (d) and (e) of this Section 3 shall be without deduction for any costs of drilling, operating, testing, marketing, gathering, transporting, separating, processing, dehydrating, compressing or other costs involved in making the oil or gas ready for sale or use, provided, however, LESSOR shall pay any ad valorem, production and other lawful taxes upon LESSOR'S royalty. In the event LESSOR does not elect to take LESSOR'S royalty gas in kind as provided for herein, LESSEE shall act as LESSOR'S representative in negotiating and implementing sales arrangements for royalty gas in accordance with principles of good faith and fair dealing and the provisions of this lease, provided however that LESSEE shall never have a fiduciary duty to LESSOR. It is expressly provided that LESSEE shall not have the right to dedicate the leased premises or gas reserves in and under the leased premises to the fulfillment of any public service obligation, and any dedication of gas required to fulfill LESSEE'S obligations under any gas purchase contract shall be specifically limited to only such gas as may be produced through the wellhead of gas wells on the leased premises during the period that this lease is being maintained in force and effect in accordance with its terms.

(h) LESSEE is unconditionally obligated to LESSOR to make and shall be liable for the payment of royalties hereunder irrespective of the failure or bankruptcy of any third party crude oil or gas purchaser, unless LESSOR has separately contracted to sell in kind with the respective purchaser, and irrespective of the execution by LESSOR of a division order or any other agreement in favor of any such third party purchaser. Accounting and payments to LESSOR of royalties from the production of oil and gas from any well shall commence no later than ninety (90) days after the initial commencement of production in paying quantities. Thereafter, unless otherwise specifically provided herein, all accountings and payments for royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred. Should LESSEE at any time fail to make royalty payments to LESSOR on or before the last day of the second calendar month following the calendar month in which production occurred from any well, LESSOR may, at LESSOR'S election, cancel this lease as to such well and the leased premises ascribed to such well by giving LESSEE thirty (30) days advance written notice of such cancellation. LESSEE may avoid such cancellation by paying LESSOR all sums (including interest) then owed by LESSEE to LESSOR prior

to the expiration of said thirty (30) day period, plus the sum of One Thousand Five Hundred Dollars (\$1,500.00) as liquidated damages (LESSOR and LESSEE hereby agreeing that said sum as liquidated damages is fair and reasonable compensation to LESSOR for the time and expense involved in pursuing the collection of late payments of royalty). Unless otherwise herein expressly provided, and whether or not LESSOR shall have cancelled this lease as to any well and the leased premises ascribed to such well for non-payment, any royalties or other payments provided for in this lease which are suspended and not paid to LESSOR within the time periods specified therefor shall accrue interest at the higher of the statutory rate or eighteen percent (18%) per annum from the due date until paid and, in addition to any other remedies available to LESSOR at law, LESSOR shall have a lien and perfected security interest on LESSEE'S leasehold estate and all property, including oil or gas which has been produced but not yet removed from the leased premises. Acceptance by LESSOR of royalties which are past due shall not act as a waiver or estoppel of LESSOR'S right to receive or recover any and all interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by LESSOR to LESSEE expressly so provides. LESSEE shall pay all costs of litigation, including reasonable attorney's fees, expert witness and consultation fees incurred by LESSOR in connection with any lawsuit in which LESSOR is successful in recovering any royalties or interest or in terminating this lease due to LESSEE'S failure to pay royalties within the period of time set forth herein.

(i) LESSOR shall have the right at all reasonable times to inspect the books, accounts, contracts, records and raw (but not interpreted) data of LESSEE pertaining to the development, production, saving, transportation, sale and marketing of the oil and gas from the leased premises. LESSOR shall hold all such information confidential as requested by LESSEE.

(j) LESSEE shall have free use of oil and gas produced from the leased premises for all operations conducted on the leased premises under the terms of this lease (except for fuel gas used in recycling operations, pressure maintenance or central plant operations), and the royalty on oil and gas shall be computed after deducting any so used.

(k) Omitted.

DELAY RENTALS

4. If operations for drilling are not commenced on the leased premises on or before one (1) year from the date of this lease, this lease shall then terminate as to both parties unless on or before said date, LESSEE shall pay or tender to LESSOR or to the credit of LESSOR in JPMORGAN CHASE BANK, N.A., P. O. Box 47531, San Antonio, Texas 78265 (which bank and its successors are LESSOR'S agent and shall continue as a depository for all rental payable hereunder regardless of changes in ownership of the leased premises or the rental) the sum of FIFTY DOLLARS (\$50.00) per acre (herein called rental) for the number of acres then covered by this lease which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. Thereafter, upon the payment or tender in like manner annually the sum of FIFTY DOLLARS (\$50.00) per acre for the number of acres then covered by this lease and not previously surrendered as herein provided, the commencement of drilling operations may be further deferred for successive period of twelve (12) months each during the Primary Term. Payment or tender of rental under this Section may be made by check of LESSEE, mailed or delivered to the parties entitled thereto or to said bank on or before such date of payment. If such bank (or any other successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, LESSEE shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after LESSOR shall have delivered to LESSEE a proper recordable instrument naming another bank as agent to receive such payment or tender. The cash down payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. LESSEE may at any time or times execute and deliver to LESSOR or to the depository above named a recordable release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all unaccrued obligations as to the acreage surrendered. Upon receipt by LESSOR of such release or releases, then rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

CESSATION OF PRODUCTION; CONTINUOUS DEVELOPMENT

5. (a) If, prior to production of oil or gas on the leased premises, LESSEE should drill a dry hole or holes thereon, or if, after discovery and production of oil or gas, the production thereof should cease from any cause this lease shall not terminate if LESSEE commences additional drilling or reworking operations within ninety (90) days thereafter or (if it be within the Primary Term)

commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the date of completion of a dry hole or cessation of production; provided, however, if the next ensuing rental payment date is less than ninety (90) days from the date of completion of a dry hole or the date of cessation of production (herein called "Said Dates"), the rental shall be considered timely paid, for the purposes of this lease, if actually paid within ninety (90) days of either of Said Dates. If at the expiration of the Primary Term oil or gas is not being produced on the leased premises but LESSEE is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the Primary Term, the lease shall remain in force so long as the same or any additional drilling or reworking operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises; provided, however, with respect to any particular well being drilled or reworked, it shall not be considered for the purposes of this lease that LESSEE is drilling or reworking the same in good faith unless operations on said well are prosecuted with due diligence and without cessation of more than thirty (30) consecutive days. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, LESSEE agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

(b) Anything in this lease to the contrary notwithstanding, and without any intention to negate the implied covenant to reasonably develop the leased premises but as cumulative thereof, after the discovery of oil or gas on the leased premises and while the production of oil or gas is relied upon to perpetuate this lease, LESSEE shall, commencing with the expiration of the Primary Term hereof, reasonably develop the acreage retained hereunder with due diligence, as due diligence is hereinafter defined, and in discharging this obligation, LESSEE shall be required to drill at least one well per forty (40) acres of the acres retained hereunder and capable of producing oil in paying quantities, and one well per the number of acres specified in subsection (c) of this Section 5, on wells capable of producing gas in paying quantities, and further, LESSEE shall drill such other wells as a reasonably prudent operator would drill under the same or similar circumstances.

(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than sixty (60) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred-eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than sixty (60) days, one hundred twenty (120) days or one hundred-eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred feet (100') below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.

(d) Notwithstanding the provisions of the foregoing subsection as to the acreage entitled to be retained, if a gas well (originally classified as such by the Railroad Commission of Texas

or other governmental authority having jurisdiction and as to which LESSEE has elected, after the Primary Term expires or thereafter, to retain the maximum acreage permitted a gas well) is later reclassified by the Railroad Commission of Texas or other governmental authority having jurisdiction as an oil well, then the retained acreage surrounding such well shall be reduced to forty (40) acres, and the continuous development provisions of this Section 5 shall become applicable to the acreage lying outside the 40-acre "oil unit." For purposes of this provision, the date the gas well is reclassified as an oil well shall be assumed to be the date the well is completed as an oil well, and drilling operations upon acreage outside the "oil unit" shall commence within one hundred twenty (120) days of such date of reclassification.

(e) One or more oil wells physically located on a "gas unit" designated before or after the completion of the said oil well or wells shall not entitle LESSEE to retain the additional acreage provided for an oil well or wells so physically located on a designated "gas unit" or a "gas unit" which LESSEE has the right to designate for a gas well. It is the intention of the Parties, LESSOR and LESSEE, that double credit shall not be taken by LESSEE for both oil and gas wells where the "drillsites" for the oil well or wells may be physically located on the same acreage included in a designated "gas unit," but that LESSEE shall be entitled to retain at the conclusion of the stipulated required development period only that acreage allotted to and included in the "gas unit" which LESSEE has earned and is entitled to retain pursuant to this Section 5.

(f) Each well required or permitted to be drilled by LESSEE in order to extend this lease under the provisions of Subsection 5(b), shall be drilled to a minimum depth of five thousand (5,000) feet, or to production in paying quantities of oil and gas at a lesser depth; provided, however, this requirement may be waived by LESSOR in writing, signed by an authorized officer of LESSOR.

(g) Upon termination of this lease except as to each oil well and each gas well and the number of acres hereinabove specified in Subparagraph (c) of this paragraph 5 around each such well, each separate well tract shall, subject to subparagraph (h) below, be treated as a separate lease tract subject to the provisions of this lease, and the continuation of this lease as to each such separate lease tract shall be determined by the provisions of this lease applied to each separate lease tract as if each such separate lease tract were separately leased under the provisions hereof.

(h) Upon release or termination of this lease as to a part (but not all) of the acreage described herein, LESSEE shall have a continuing non-exclusive easement (but only to the extent that LESSOR may legally permit such an easement) across the surface and subsurface of all of the leased premises for conducting permitted operations and producing and selling oil and gas from any wells drilled under the terms of this lease, but not otherwise.

(i) A well shall be deemed to be commenced under the terms of this lease on the date the drill bit enters the earth for the actual drilling of a validly permitted well. A vertical well shall be deemed to be completed under the provisions of this lease (i) three days after the well reaches total depth in the event no attempt is made to complete the well as a producer of oil and/or gas by the running of production casing (a dry hole) or (ii) thirty days after the date production casing is cemented in the well (as reflected by the cementing affidavit required to be filed with the Railroad Commission of Texas) in the event an attempt is made to complete the well as a producer of oil and/or gas. A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed the earlier of the date the drilling rig is released from a well which is not completed as a producer of oil or gas, or thirty (30) days after the date a horizontal well completed as a producer of oil or gas reaches the total length of its drainhole(s).

(j) Upon the termination of this lease for whatever reason as to any portion of the leased premises, LESSEE agrees promptly to comply with applicable plugging and abandonment rules and regulations of the Railroad Commission of Texas as to any well situated thereon.

ASSIGNMENTS AND CHANGES IN OWNERSHIP

6. (a) The rights of LESSOR hereunder may be assigned in whole or in part and the provisions hereof shall extend to its successors and assigns. No change or division in ownership by LESSOR of the leased premises or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding upon LESSEE until thirty (30) days after LESSEE shall have been furnished by registered United States mail at LESSEE'S principal place of business with a certified copy of recorded instrument or instruments evidencing same.

(b) The rights of LESSEE may not be assigned as to segregated areas without the express written consent of LESSOR, but the rights of LESSEE may be assigned in undivided interests without LESSOR'S consent. Provided, however, copies of all assignments of this lease shall be furnished to LESSOR within thirty (30) days after the date of the assignment. LESSEE shall have the right and power upon termination of this lease to execute and deliver to LESSOR a full release hereof, binding upon all assignees and sub-assignees of LESSEE. All assignments of this lease shall reserve unto the assignor the right and power, co-extensive with that of the assignee, to execute a release of the interest assigned.

WARRANTY AND PROPORTIONATE REDUCTION

7. This lease is executed without warranty of title, either express, implied or statutory. However, if LESSOR owns an interest in the oil and gas in or under the leased premises less than the entire mineral fee estate, then the royalties (including shut-in and minimum royalties) to be paid LESSOR shall be reduced proportionately to correspond to and to reflect such lesser ownership. No amount paid to LESSOR as bonus or delay rental shall be refundable under any circumstance.

TITLE EXAMINATION; ABSTRACTS OF TITLE

8. (a) At the end of the Primary Term of this lease, or upon sooner termination thereof, and every two (2) years thereafter so long as this lease remains in force, LESSEE, in the event that ownership has changed, shall prepare or cause to be prepared, at LESSEE'S expense, a supplemental abstract of title covering the title to the working interest created by this lease and any interest carved therefrom, and shall deliver same to LESSOR, its successors or assigns, free of cost, which said supplement shall cover the period from the date of this lease to a date, if this lease has terminated, which will include the recording of the last release of any part of the working interest created by this lease as to all of the leased premises covered hereby.

(b) If LESSEE obtains a title opinion covering all or any part of the leased premises, LESSEE agrees to furnish a copy thereof to LESSOR within ten (10) days after receipt of such opinion.

ENVIRONMENTAL PROVISIONS; SURFACE OWNERSHIP

9. (a) LESSEE shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission, the Environmental Protection Agency and any other governmental authorities. LESSEE shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent such substances are contemporaneously required for actual oil or gas operations on the leased premises and any such substances shall be used, stored and disposed of in a safe manner, in compliance with all applicable governmental regulations. LESSEE shall insure that all contractors comply with the terms of this subsection. In the event LESSEE is notified of any environmentally harmful or dangerous conditions on the leased premises resulting from LESSEE'S operations, LESSEE shall promptly take all actions required by any governmental authority having jurisdiction to clean up and correct such dangerous or of harmful conditions, in accordance with applicable law and regulations and sound engineering practices. LESSOR shall have no responsibility to inspect or oversee LESSEE'S operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and LESSOR shall have no right to control any details of LESSEE'S operations, nor to designate or control LESSEE'S contractors. Neither LESSEE nor any contractors shall have any right of contribution or indemnity from LESSOR for any matters relating to operations on the leased premises or conditions on the leased premises, regardless of whether such matters arise from LESSOR'S negligence. LESSEE indemnifies and holds LESSOR harmless from any and all costs, expenses and liabilities LESSOR might incur relating to any harmful, damaging or dangerous conditions connected with operations hereunder, regardless of whether such matters arise from LESSOR'S negligence. By commencing any such operations, LESSEE shall acknowledge its consent to the terms of this Subsection. In the event any claim is made against LESSOR based upon an alleged breach of this provision, upon request by LESSOR, LESSEE shall post a bond for amount of the alleged damage, such bond to be maintained at LESSEE'S expense for the benefit of LESSOR until such claim is fully resolved.

(b) LESSOR does not own the surface of any of said lands, and LESSEE agrees to make such arrangements with the surface owners as LESSEE deems appropriate. The indemnity provisions of this paragraph specifically include damages to and claims by surface owners, their agents, employees, lessees and all other persons occupying said lands.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER OR INJURY TO OR DEATH OF PERSONS AND/OR LOSS OR DAMAGE TO PROPERTY INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS RESULTING DIRECTLY OR INDIRECTLY FROM LESSEE'S OPERATIONS ON SAID LANDS, OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS. THE TERM "LESSEE" AS USED HEREIN SHALL INCLUDE LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, OR ANY PERSON ACTING UNDER ITS DIRECTION OR CONTROL. FURTHER, LESSOR SHALL NEVER BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION, OR SUITS FOR DAMAGES BECAUSE OF INJURY TO PERSONS OR PROPERTY RESULTING FROM ANY ACTS OR OMISSIONS OF LESSEE. IT IS UNDERSTOOD, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES UNMIXED WITH THE FAULT OF LESSEE OR ITS OFFICERS, AGENTS, EMPLOYEES, SERVANTS, REPRESENTATIVES OR SUBCONTRACTORS.

(c) In the event suit is filed against LESSOR based in whole or in part upon LESSEE'S operations hereunder, and for which LESSOR is otherwise entitled to be indemnified hereunder, LESSEE shall defend LESSOR of and from such litigation.

(d) The provisions of this Section 9 are specifically applicable not only to LESSEE but also to LESSEE'S successors and assigns, and no assignment of this lease shall relieve LESSEE of the obligations of LESSEE under this section all of which LESSEE assumes by the acceptance of this lease.

INFORMATION TO LESSOR

10. (a) LESSOR shall at all times be entitled to full information covering all of LESSEE'S operations on the leased premises or otherwise pertinent to LESSOR'S interests. To this end, LESSOR, through its representative or representatives duly designated from time to time in writing, at its sole cost, risk and expense, shall have free access to all operations conducted by LESSEE upon the leased premises and, at all reasonable times, to all of LESSEE'S records and data pertaining thereto. Further, LESSEE shall furnish LESSOR with (i) upon the commencement of any drilling operations on the lease, copies of all reports filed with the Railroad Commission of Texas or other governmental agency having jurisdiction in connection with such operations, and (ii) upon the completion of any drilling operations on the lease, a written summary of all daily drilling reports, copies of all logs run in any such well and in addition copies of core or other type of formation analysis.

(b) If LESSEE and LESSEE'S assigns conduct any geophysical surveys on any part of the leased premises, then upon LESSOR'S written request, but no earlier than thirty (30) days after completion of these operations LESSEE will furnish the following to LESSOR, free of cost, pertaining to all geophysical surveys conducted on the leased premises:

- 1) A reproducible base map showing the outline of the 3D showing stack (fold coverage) with identifiable line and crosslines,
- 2) Field acquisition parameters,
- 3) A map showing a timeslice of actual data coverage,
- 4) A tape or DVD with corrected gathers and velocity field in Segy format,
- 5) The right to obtain field tapes and all required support data (observers notes, survey info, etc) if reprocessing should be required,
- 6) All final processed 3D volumes in Segy format on DVD or 8mm tape including Stack and migrated versions (Poststack, and Prestack), Coherency processing, near and far

trace stacks and any other special processed versions. All volumes must include complete loading instructions and a processing sequence for each version.

Any such geophysical information so furnished LESSOR by LESSEE shall, if LESSEE so requests in writing, be considered confidential and shall not be disclosed to third parties, other than LESSOR'S agents, for a period of two (2) years from date furnished or upon termination of this lease, whichever occurs sooner; provided that in the event of a partial termination of this lease the shorter period of time shall apply to such data insofar as it pertains to the lands as to which this lease has terminated. In the event Lessor and Lessee have entered into a separate agreement governing such Seismic data the terms of such agreement shall be controlling.

In addition to the foregoing information to be furnished to LESSOR, LESSEE covenants and agrees to notify LESSOR whenever a well, which has been drilled on the leased premises, is plugged and abandoned, whether the same was a producing well or a dry hole, and is to include with the notification a copy of the plugging report furnished the Railroad Commission.

(c) Further, LESSEE specifically agrees that upon the expiration of the Primary Term of this lease, and annually thereafter on the anniversary date of this lease, to furnish to LESSOR a summary report, covering a period of twelve (12) months ending with the date of the report, which said report shall include the following:

- (1) API Number, Lease number and lease name assigned by the Railroad Commission of Texas.
- (2) On the reporting date, the number of producing wells and their well number(s) or well designation(s).
- (3) On the reporting date, the number of wells not producing but not plugged, and their number(s) or designation(s).
- (4) The number of wells that were plugged during the previous twelve (12) months, and their well number(s) or well designation(s).
- (5) Name of lease Operator and number of Operator assigned by the Railroad Commission of Texas.

MINIMUM ROYALTY

11. (a) In the event that commercial production of oil or gas is obtained during the term of this lease and such production is relied upon by LESSEE to extend the term of this lease as to all or any part of the acreage originally included herein, then notwithstanding any other provision herein contained to the contrary, and while and so long as such production is so relied upon to extend the lease term, LESSEE shall, during any anniversary year of this lease (any 12-month period calculated from the anniversary date of this lease) during which period all payments actually received by LESSOR as royalty or rental do not equal the sum of THIRTY DOLLARS (\$30.00) per acre during the Primary Term of this lease and FIFTY DOLLARS (\$50.00) per acre after the expiration of the Primary Term of this lease for each acre held under this lease by LESSEE as of the end of any such anniversary year, pay to LESSOR as and for Minimum Royalty a sum in dollars equal to the difference between the sums actually paid by LESSEE to LESSOR as either royalty or rental and the Minimum Royalty stipulated above, any such sum to be due and owing within sixty (60) days following the end of any such anniversary year. LESSEE shall accompany the payment of any additional sums so owing and that may be due with an accounting certified as correct by an officer of LESSEE or the comptroller of LESSEE, setting forth the total sum actually received by LESSOR during the anniversary year in question and any sum that may be due to LESSOR as and for the Minimum Royalty under the formula set forth above. Any such payment by LESSEE may be made by LESSEE to LESSOR or credited to LESSOR'S account in JPMORGAN CHASE BANK, N.A. Once production is obtained from the leased premises and at the anniversary date of this lease each year, LESSEE shall render an accounting to LESSOR setting forth what payments were made, of whatever kind, to LESSOR under this lease during the next preceding year.

(b) If one or more assignments of undivided interests in this lease are made, LESSEE shall nevertheless remain primarily responsible for paying the minimum royalty and furnishing the accountings required hereunder, and LESSOR shall not be required to look to any other leasehold owner for such matters. Provided, however, that if LESSEE assigns its entire interest in this lease (i) to one party, such party shall be responsible for payment of minimum royalty and furnishing

accountings, or (ii) to more than one party, LESSEE shall remain responsible for such matters until LESSEE designates to LESSOR in writing the name and address of the assignee who is to become responsible for payment of minimum royalty and furnishing accountings hereunder, and such written designation shall be binding on all assignees. If one or more assignments of segregated areas of this lease are made with the prior consent of LESSOR under Section 6 hereof, the assignee of this lease as to such segregated area shall be responsible for payment of minimum royalty and furnishing accountings as to such segregated area.

(c) If LESSEE fails to make and render to LESSOR any payment or accounting required by the provisions of this Section 11 within sixty (60) days following the close of any such anniversary year, then LESSOR may cancel this lease upon notice to LESSEE in writing sent by certified or registered United States mail with postage prepaid to LESSEE'S last known address filed with the LESSOR or as set forth in this lease. LESSEE may reinstate this lease if, within thirty (30) days after the deposit of the notice in the United States mails as aforesaid, LESSOR receives from LESSEE (i) the amount of minimum royalty due, (ii) the accounting required, and (iii) the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as liquidated damages, LESSOR and LESSEE hereby agreeing that such sum is fair and reasonable as compensation to LESSOR for its efforts in collecting the minimum royalty due.

FORCE MAJEURE

12. The covenants and agreements herein expressed or implied in this agreement shall be subject to all valid Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor LESSEE held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of such law, order, rule or regulation. And if after the Primary Term from such cause, LESSEE is prevented from conducting drilling or reworking operations on or producing oil or gas from the leased premises, the time while LESSEE is so prevented shall not be counted against LESSEE, and this lease shall be extended for a period of time equal to that during which such LESSEE is so prevented from conducting such drilling or reworking operations on, or producing oil or gas from such leased premises notwithstanding any other provision thereof. LESSEE shall within a reasonable time (not to exceed forty-five (45) days) after receiving notice of any such Federal or State law, executive order, rule or regulation, contemplated under this Section 12, notify LESSOR thereof and advise LESSOR of the effect of such upon this lease. Provided, however, the provisions of this Section 12, shall in no way abridge the right of LESSOR to receive or relieve LESSEE of the obligation to pay the minimum sums described and provided for in Section 11 above.

TERMINATION OF LEASE; RELEASE OF LEASE

13. **UPON THE TERMINATION OF THIS LEASE OR ANY PORTION HEREOF, HOWSOEVER SUCH TERMINATION OR PARTIAL TERMINATION MAY COME ABOUT, LESSEE COVENANTS AND AGREES FOR ITSELF AND FOR ITS SUCCESSORS AND ASSIGNS, TO FURNISH LESSOR WITH AN APPROPRIATE RECORDABLE RELEASE. SHOULD LESSEE OR ITS SUCCESSORS OR ASSIGNS FAIL TO FURNISH SUCH RELEASE, LESSOR SHALL HAVE THE RIGHT TO FILE AN AFFIDAVIT IN THE RECORDS OF THE COUNTY CLERK OF THE COUNTY OR COUNTIES IN WHICH THIS LEASE IS SITUATED, STATING THE FACT OF TERMINATION AND THE BASIS THEREFOR, AND SUCH AFFIDAVIT SHALL HAVE THE SAME EFFECT AS A RELEASE.**

MISCELLANEOUS

14. (a) LESSEE shall have the right at any time during or within three (3) months after the expiration of this lease to remove all property and fixtures placed by LESSEE on the leased premises, including the right to draw and remove all casing.

(b) LESSEE shall have the right to convert any well situated on the leased premises to a salt water disposal well so long as the salt water to be disposed of is produced from the leased premises; and LESSEE shall have no right to dispose of salt water from any other source into such well without LESSOR'S prior written consent. Upon termination of this lease, all rights to inject salt water into a well situated on the leased premises shall be terminated and such well shall be plugged and abandoned in accordance with applicable regulations of the Railroad Commission of Texas.

(c) The breach by LESSEE of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, unless otherwise specified herein. In the

event LESSOR considers that operations are not at any time being conducted in compliance with this lease, LESSOR shall notify LESSEE in writing of the facts relied upon as constituting a breach thereof, and LESSEE, if in default, shall have thirty (30) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

(d) A copy of any release or partial release of this lease, whether required (as in Paragraph 5[c]) or voluntary, must be furnished to Lessor within ten (10) days after the execution thereof. If Lessee does not strictly comply with this provision, Lessor shall have the right and option to require any payments based upon acreage hereunder (such as minimum royalty) to be made as if no release or partial release had occurred.

(e) LESSEE agrees to comply with all laws of the State of Texas and the rules and regulations of all subdivisions and agencies thereof including, but not limited to, the Natural Resources Code of the State of Texas, the Regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission, and the Environmental Protection Agency.

(f) Omitted.

(g) LESSEE agrees to inform LESSOR in writing of the intention, making, filing, prosecution, recovery, compromise or settlement of any claim against any other party that LESSEE has or asserts, or that LESSOR may have, which arises in whole or in part from this lease, or from the drilling, production, operations, management, or administration of, or rights based on, this lease.

(h) If LESSOR shall bring any legal proceeding to enforce any term or provision of this lease and shall be adjudged any substantial relief hereunder, LESSEE shall be liable for LESSOR'S attorneys' fees in any such proceeding in a reasonable amount to be fixed by the court in which such action is brought and maintained.

(i) This lease shall inure to the benefit of and be binding upon LESSOR and LESSEE, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is effective as of the day first above written.

**SOUTH TEXAS SYNDICATE TRUST
BY JPMORGAN CHASE BANK, N.A., TRUSTEE**

By: Patricia Schultz Ormond
Patricia Schultz Ormond, Vice President

LESSOR

BROAD OAK ENERGY, INC.

By: David B. Braddock
David B. Braddock, Chief Executive Officer

*DOB
MS*

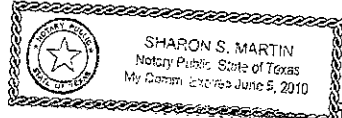
LESSEE

STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **Patricia Schultz-Ormond**, as Vice President of **JPMORGAN CHASE BANK, N.A.**, a national banking association, **TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST**, known to me to be the person whose

name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 27th day of February, 2007.



Sharon S. Martin

Notary Public in and for the State of Texas
My Commission Expires: 6-5-2010

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **David B. Braddock**, **Chief Executive Officer of Broad Oak Energy, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 4 day of March, 2007.



J. D. Braddock

Notary Public in and for the State of Texas
My Commission Expires: 10-20-2009

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**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 27th day of October 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

- 1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

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HUNT002762

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction."

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

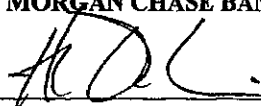
"A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well." However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.


LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: 
H.L. Tompkins
Vice President

LESSEE

HUNT OIL COMPANY

By:  WTW
Roy E. Easley
Senior Vice President - U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

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HUNT002763

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

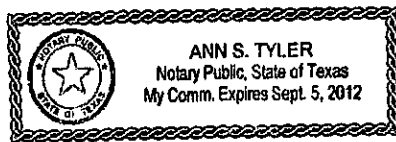
By: W. Frank McCreight
W. Frank McCreight
Vice President

Acknowledgments

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of OCTOBER 2010.

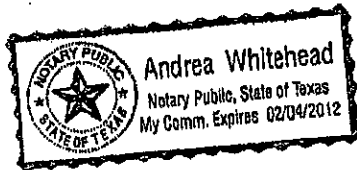


Ann S. Tyler
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of October, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.



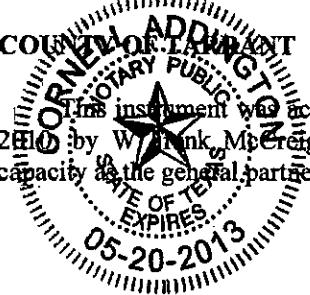
Andrea Whitehead
Notary Public in and for the State of Texas

STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.



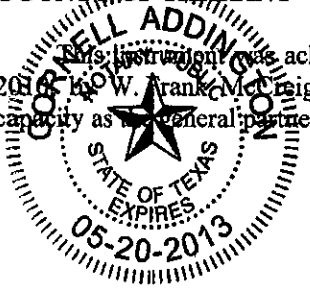
Cornelia Addington
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.



Cornelia Addington
Notary Public in and for the State of Texas

STATE OF TEXAS

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§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.



Cornelia Addington
Notary Public in and for the State of Texas

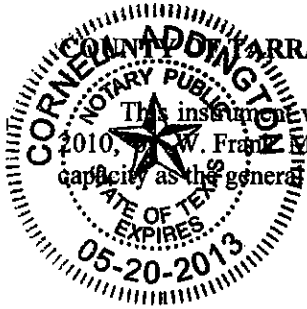
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STATE OF TEXAS §
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COUNTY OF TARRANT §



This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Cornelia Addy
Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

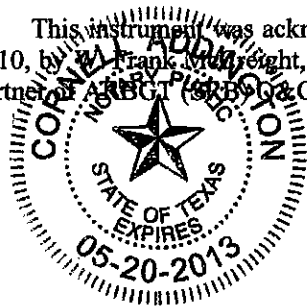


This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Cornelia Addy
Notary Public in and for the State of Texas

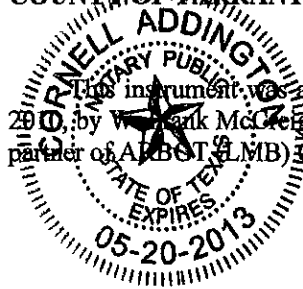
STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 5th day of November, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARB (SRB) O&G TX, L.P., on behalf of said limited partnership.



Cornelia Addy
Notary Public in and for the State of Texas

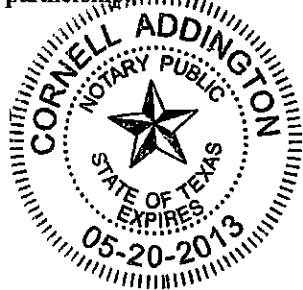
STATE OF TEXAS §
§
COUNTY OF TARRANT §



This instrument was acknowledged before me on this 5th day of November 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARB (LMB) O&G TX, L.P., on behalf of said limited partnership.

Cornell Addington
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §



This instrument was acknowledged before me on this 5th day of November 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Cornell Addington
Notary Public in and for the State of Texas

EXHIBIT "A"

86573 Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

86570 Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

86575 Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

86574 Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

38.00 + 10.00

88994

7735

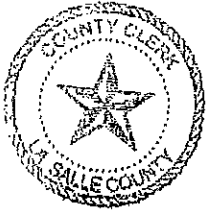
FILED FOR RECORD
 THIS DAY OF AD 2000
 AT 11 O'CLOCK P M
 DEC 20 2010
 Dorairene Garza
 CLERK COUNTY COURT McMULLEN CO, TX
 DEPUTY

FILED FOR RECORD
 AT 3:55 O'CLOCK P M
 NOV 17 2010
 MARGARITA A. ESCOBEDA
 COUNTY CLERK
 LA SALLE COUNTY, TEXAS
 Deputy

debt
 1900 W. Akard St
 Dallas Tx. 75201-9857.

THE STATE OF TEXAS
 COUNTY OF LA SALLE

I CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE
 DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS
 DULY RECORDED IN THE VOLUME AND PAGE OF THE
Deed RECORDS OF LA SALLE COUNTY,
 TEXAS AS STAMPED HEREON BY ME.



Margarita A. Escobeda
 COUNTY CLERK
 LA SALLE COUNTY, TEXAS
 BY: Priscilla P. [Signature] DEPUTY

THE STATE OF TEXAS
 COUNTY OF McMULLEN
 I, Dorairene Garza, Clerk of the County Court of said County, do
 hereby certify that the foregoing instrument of writing, with its
 certificate of authentication was filed for record in my office this
 day of 11 at 11 o'clock P M, and duly recorded the
 day of DEC 2 at 3:55 o'clock P M,
 in the Deed Records of said County, in
 Volume 498 on pages 489-491
 Witness my hand and the seal of the County Court of said County
 at the office in Tilden, Texas, the day and year last above written.
 Dorairene Garza
 Deputy Clerk, County Court, McMullen County, Texas

After Recording please return to:
 Susie Maldonado
 Hunt Oil Company
 1900 North Akard Street
 Dallas, TX 75201-2300

HUNT002771

OIL AND GAS LEASE

COPY

THE STATE OF TEXAS §
 §
 COUNTIES OF LASALLE §
 AND MCMULLEN §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made, entered into and effective as of the 26th day of February, 2007, by and between **SOUTH TEXAS SYNDICATE TRUST** by **JPMORGAN CHASE BANK, N.A., TRUSTEE**, hereinafter referred to as LESSOR, whose mailing address is P. O. Box 47531, MS TX3-7213, San Antonio, Texas 78265, and **BROAD OAK ENERGY, INC.**, a Delaware Corporation (hereinafter referred to as "Lessee"), hereinafter referred to as LESSEE, whose mailing address is 1755 Whittington Place, Suite 400, Dallas, Texas 75234.

GRANTING CLAUSE: LAND COVERED

1. LESSOR, in consideration of TEN DOLLARS (\$10.00) in hand paid, of the royalties herein provided and of the agreements of LESSEE herein contained, hereby GRANTS, LEASES and LETS unto LESSEE for the purpose of investigating, exploring, prospecting, drilling for and producing oil and gas, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described tract(s) of land in LaSalle and McMullen Counties, Texas (hereinafter referred to as the "leased premises"), being more particularly described as follows:

2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as nine (9) tracts of land as follows, to-wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas;

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas;

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas;

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas;

Tract 5: 337.70 acres, more or less, being the N/2 of M. E. Lane Survey No. 8 A-621, McMullen County, Texas;

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M. E. Lane Survey No. 30, A-622, McMullen County, Texas;

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas;

Tract 8: 331.825 acres, more or less, being the N/2 of H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 9: 331.825 acres, more or less, being the South one-half of H & GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

(For the purpose of calculating any payments hereinafter provided for, the leased premises shall be considered to comprise 2,371.205 acres, whether it actually comprises more or less).

LEASE TERM

2. Subject to the other provisions herein contained, this lease shall be for a period of three (3) years from this date (called Primary Term), and for so long thereafter as oil or gas in paying

T-STS-004-00

HUNT002772

quantities is produced from the leased premises or this lease is maintained in force by virtue of some other provision hereof.

ROYALTIES

3. The royalties to be paid by LESSEE are:

(a) On all oil and on all liquid hydrocarbons extracted from gas under the provisions of Subsection (b) below, twenty-five percent (25%) of that produced and saved from the leased premises, the same to be delivered to LESSOR free of cost into the storage tanks or into the pipeline to which the wells may be connected, or, at LESSOR'S option, such oil and liquid hydrocarbons shall be sold with LESSEE'S oil and liquid hydrocarbons at the same price received by LESSEE (but in no event for less than the market value thereof), or, at LESSOR'S option, such products shall be delivered to LESSOR at the wells into tanks or other receptacles to be furnished by LESSOR. LESSOR'S options hereunder may be exercised from time to time, upon 30 day written notice to LESSEE, and the exercise or failure to exercise an option at any time shall not constitute a waiver of LESSOR'S right to exercise further options.

(b) On gas produced from the leased premises, including casinghead gas and residue gas at the tailgate of any plant through which gas produced from the leased premises may be processed, twenty-five percent (25%) of the market value of the gas at the place of use or sale by LESSEE, or at LESSOR'S option, twenty-five percent (25%) of the gas, in kind, either at the well or at the outlet side of the separator, hereinafter provided for, or at the tailgate of any plant through which gas is processed. Prior to the use or sale of any gas produced from the leased premises, LESSEE shall run such gas through a field--type separator or other comparable equipment ordinarily used in the industry for the purpose of separating, extracting and saving liquid and liquefiable hydrocarbons recoverable from the gas, and royalties shall be payable on the remaining gas under the provisions of this Subsection (b) and royalties on the extracted liquids shall be payable under the provisions of Subsection (a) above; provided, however, LESSEE shall not be required to run the gas through a field--type separator or comparable equipment if the gas is to be processed in a recycling, absorption, pressuring or other plant belonging wholly or in part to the LESSEE or any affiliated or subsidiary company, or if the liquid hydrocarbon content of the gas is so small as to make the installation and operation of field--type separators or comparable equipment unprofitable to a reasonably prudent operator, or if the pressure of the gas is such that running the gas through a separator or comparable equipment would diminish the ability to sell and deliver the separated gas against existing gathering systems or pipeline pressures.

(c) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by any extraction, absorption, pressuring or other plant belonging wholly or in part to LESSEE or any affiliated or subsidiary company, twenty-five percent (25%) of the market value at the plant of all such condensate and other products so separated, extracted, or manufactured, or, at LESSOR'S option, twenty-five percent (25%) of such condensate and other products in kind shall be delivered to LESSOR at the plant outlet. In the event of the blending of any part of such condensate or other products with chemical additives for making any product therefrom, the royalty on such products, whether paid in kind or at market value, shall be calculated at the plant outlet on the resulting blended product, less LESSOR'S proportionate share of the direct cost of such chemical additives and the blending thereof.

(d) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by an extraction, absorption, pressuring or other plant belonging to a third party or parties, twenty-five percent (25%) of the amount received by LESSEE from the sale of condensate and other products separated, extracted or manufactured by said plant and credited to LESSEE under the terms of LESSEE'S contract with such plant.

(e) This lease is intended to cover only oil and gas, but it is contemplated that some sulphur (including sulphur in hydrogen sulfide gas) may be produced necessarily with, and incidental to, the production of oil and gas and, in such event, this lease shall also cover such sulphur so produced. On all sulphur so produced under and by virtue of the terms of this lease, LESSOR shall have and be entitled to a royalty of twenty-five percent (25%) of all such sulphur produced and saved, same to be delivered to LESSOR, free of all costs, or, at the option of LESSOR, LESSEE shall pay to LESSOR twenty-five percent (25%) of the market value thereof at the place of sale, which amount shall not be less than twenty-five percent (25%) of the gross amount received by LESSEE from the sale of such sulphur.

(f) If at the expiration of the primary term or at any time or times thereafter, there is a gas well or wells (as classified by the Railroad Commission of Texas) on the leased premises, but gas is not being sold or used, LESSEE may pay as royalty, commencing on or before ninety (90) days after the date on which each such gas well is shut in, the sum of Fifty Dollars (\$50.00) for each acre of the leased premises ascribed to such gas well pursuant to the provisions of Section 5(c), and, if such payment is made or tendered, this lease shall continue in force and effect for the full ensuing year after such payment as to all of the leased premises ascribed to such gas well pursuant to the provisions of said Section 5(c) and for which such payment is made, and the intermittent production of gas from any such well during such year shall not render necessary any new or additional payments of shut-in gas well royalty with respect to such well, but LESSEE shall account to LESSOR for the royalty on any such gas actually produced in accordance with the other provisions of this Section 3, and this provision shall be recurring (the time for subsequent annual payments for each shut-in well to run from the date the first shut-in payment is made on such well); provided, however, that this provision shall not be effective to continue this lease in force and effect as to the leased premises allocated to a shut-in well pursuant to the provisions of this lease designated for a shut-in well for a period of more than two (2) consecutive years after the date that well is shut in or for shorter periods of time which from time to time aggregate two (2) years in all. Shut-in gas royalty payments may, at the option of LESSEE, be paid quarterly. One-fourth of the total amount due hereunder may be paid on the initial due date, and one-fourth quarterly thereafter until the entire amount is paid in full. All such payments shall be timely made. Any shut-in gas well royalty payment may be made by the check of LESSEE mailed or delivered to LESSOR. This provision requires a good faith tender as to the payment of shut-in gas royalty which good faith tender shall be a condition and not a covenant, and the failure to make a good faith tender of any shut-in gas royalty as herein provided shall effect an automatic termination of this lease as to the leased premises ascribed to said well.

(g) The market value of any gas, condensate or other products of gas shall never be less than the total proceeds received by LESSEE or by any affiliated or subsidiary company by reason of the sale of such gas, condensate or other products and/or the dedication of reserves. The total proceeds received shall include, but not be limited to, the fair value of all consideration received by LESSEE or by any affiliated or subsidiary company related to the marketing and/or dedication of gas, condensate, other products or reserves (such as take or pay payments, take-or-pay settlements and awards, dedication payments, advance payments, contract adjustments, gas exchange consideration, contract buy out/buy down payments and similar consideration). LESSEE shall be solely responsible for insuring that all such proceeds are received in accordance with all applicable laws and regulations. Except as specifically provided in Subsection (c) above, all royalties payable under Subsections (a), (b), (c), (d) and (e) of this Section 3 shall be without deduction for any costs of drilling, operating, testing, marketing, gathering, transporting, separating, processing, dehydrating, compressing or other costs involved in making the oil or gas ready for sale or use, provided, however, LESSOR shall pay any ad valorem, production and other lawful taxes upon LESSOR'S royalty. In the event LESSOR does not elect to take LESSOR'S royalty gas in kind as provided for herein, LESSEE shall act as LESSOR'S representative in negotiating and implementing sales arrangements for royalty gas in accordance with principles of good faith and fair dealing and the provisions of this lease, provided however that LESSEE shall never have a fiduciary duty to LESSOR. It is expressly provided that LESSEE shall not have the right to dedicate the leased premises or gas reserves in and under the leased premises to the fulfillment of any public service obligation, and any dedication of gas required to fulfill LESSEE'S obligations under any gas purchase contract shall be specifically limited to only such gas as may be produced through the wellhead of gas wells on the leased premises during the period that this lease is being maintained in force and effect in accordance with its terms.

(h) LESSEE is unconditionally obligated to LESSOR to make and shall be liable for the payment of royalties hereunder irrespective of the failure or bankruptcy of any third party crude oil or gas purchaser, unless LESSOR has separately contracted to sell in kind with the respective purchaser, and irrespective of the execution by LESSOR of a division order or any other agreement in favor of any such third party purchaser. Accounting and payments to LESSOR of royalties from the production of oil and gas from any well shall commence no later than ninety (90) days after the initial commencement of production in paying quantities. Thereafter, unless otherwise specifically provided herein, all accountings and payments for royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred. Should LESSEE at any time fail to make royalty payments to LESSOR on or before the last day of the second calendar month following the calendar month in which production occurred from any well, LESSOR may, at LESSOR'S election, cancel this lease as to such well and the leased premises ascribed to such well by giving LESSEE thirty (30) days advance written notice of such cancellation. LESSEE may avoid such cancellation by paying LESSOR all sums (including interest) then owed by LESSEE to LESSOR prior

to the expiration of said thirty (30) day period, plus the sum of One Thousand Five Hundred Dollars (\$1,500.00) as liquidated damages (LESSOR and LESSEE hereby agreeing that said sum as liquidated damages is fair and reasonable compensation to LESSOR for the time and expense involved in pursuing the collection of late payments of royalty). Unless otherwise herein expressly provided, and whether or not LESSOR shall have cancelled this lease as to any well and the leased premises ascribed to such well for non-payment, any royalties or other payments provided for in this lease which are suspended and not paid to LESSOR within the time periods specified therefor shall accrue interest at the higher of the statutory rate or eighteen percent (18%) per annum from the due date until paid and, in addition to any other remedies available to LESSOR at law, LESSOR shall have a lien and perfected security interest on LESSEE'S leasehold estate and all property, including oil or gas which has been produced but not yet removed from the leased premises. Acceptance by LESSOR of royalties which are past due shall not act as a waiver or estoppel of LESSOR'S right to receive or recover any and all interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by LESSOR to LESSEE expressly so provides. LESSEE shall pay all costs of litigation, including reasonable attorney's fees, expert witness and consultation fees incurred by LESSOR in connection with any lawsuit in which LESSOR is successful in recovering any royalties or interest or in terminating this lease due to LESSEE'S failure to pay royalties within the period of time set forth herein.

(i) LESSOR shall have the right at all reasonable times to inspect the books, accounts, contracts, records and raw (but not interpreted) data of LESSEE pertaining to the development, production, saving, transportation, sale and marketing of the oil and gas from the leased premises. LESSOR shall hold all such information confidential as requested by LESSEE.

(j) LESSEE shall have free use of oil and gas produced from the leased premises for all operations conducted on the leased premises under the terms of this lease (except for fuel gas used in recycling operations, pressure maintenance or central plant operations), and the royalty on oil and gas shall be computed after deducting any so used.

(k) Omitted.

DELAY RENTALS

4. If operations for drilling are not commenced on the leased premises on or before one (1) year from the date of this lease, this lease shall then terminate as to both parties unless on or before said date, LESSEE shall pay or tender to LESSOR or to the credit of LESSOR in JPMORGAN CHASE BANK, N.A., P. O. Box 47531, San Antonio, Texas 78265 (which bank and its successors are LESSOR'S agent and shall continue as a depository for all rental payable hereunder regardless of changes in ownership of the leased premises or the rental) the sum of FIFTY DOLLARS (\$50.00) per acre (herein called rental) for the number of acres then covered by this lease which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. Thereafter, upon the payment or tender in like manner annually the sum of FIFTY DOLLARS (\$50.00) per acre for the number of acres then covered by this lease and not previously surrendered as herein provided, the commencement of drilling operations may be further deferred for successive period of twelve (12) months each during the Primary Term. Payment or tender of rental under this Section may be made by check of LESSEE, mailed or delivered to the parties entitled thereto or to said bank on or before such date of payment. If such bank (or any other successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, LESSEE shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after LESSOR shall have delivered to LESSEE a proper recordable instrument naming another bank as agent to receive such payment or tender. The cash down payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. LESSEE may at any time or times execute and deliver to LESSOR or to the depository above named a recordable release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all unaccrued obligations as to the acreage surrendered. Upon receipt by LESSOR of such release or releases, then rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

CESSATION OF PRODUCTION; CONTINUOUS DEVELOPMENT

5. (a) If, prior to production of oil or gas on the leased premises, LESSEE should drill a dry hole or holes thereon, or if, after discovery and production of oil or gas, the production thereof should cease from any cause this lease shall not terminate if LESSEE commences additional drilling or reworking operations within ninety (90) days thereafter or (if it be within the Primary Term)

commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the date of completion of a dry hole or cessation of production; provided, however, if the next ensuing rental payment date is less than ninety (90) days from the date of completion of a dry hole or the date of cessation of production (herein called "Said Dates"), the rental shall be considered timely paid, for the purposes of this lease, if actually paid within ninety (90) days of either of Said Dates. If at the expiration of the Primary Term oil or gas is not being produced on the leased premises but LESSEE is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the Primary Term, the lease shall remain in force so long as the same or any additional drilling or reworking operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises; provided, however, with respect to any particular well being drilled or reworked, it shall not be considered for the purposes of this lease that LESSEE is drilling or reworking the same in good faith unless operations on said well are prosecuted with due diligence and without cessation of more than thirty (30) consecutive days. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the leased premises, LESSEE agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

(b) Anything in this lease to the contrary notwithstanding, and without any intention to negate the implied covenant to reasonably develop the leased premises but as cumulative thereof, after the discovery of oil or gas on the leased premises and while the production of oil or gas is relied upon to perpetuate this lease, LESSEE shall, commencing with the expiration of the Primary Term hereof, reasonably develop the acreage retained hereunder with due diligence, as due diligence is hereinafter defined, and in discharging this obligation, LESSEE shall be required to drill at least one well per forty (40) acres of the acres retained hereunder and capable of producing oil in paying quantities, and one well per the number of acres specified in subsection (c) of this Section 5, on wells capable of producing gas in paying quantities, and further, LESSEE shall drill such other wells as a reasonably prudent operator would drill under the same or similar circumstances.

(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than sixty (60) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred-eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than sixty (60) days, one hundred twenty (120) days or one hundred-eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall *ipso facto* terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred feet (100') below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.

(d) Notwithstanding the provisions of the foregoing subsection as to the acreage entitled to be retained, if a gas well (originally classified as such by the Railroad Commission of Texas

or other governmental authority having jurisdiction and as to which LESSEE has elected, after the Primary Term expires or thereafter, to retain the maximum acreage permitted a gas well) is later reclassified by the Railroad Commission of Texas or other governmental authority having jurisdiction as an oil well, then the retained acreage surrounding such well shall be reduced to forty (40) acres, and the continuous development provisions of this Section 5 shall become applicable to the acreage lying outside the 40-acre "oil unit." For purposes of this provision, the date the gas well is reclassified as an oil well shall be assumed to be the date the well is completed as an oil well, and drilling operations upon acreage outside the "oil unit" shall commence within one hundred twenty (120) days of such date of reclassification.

(e) One or more oil wells physically located on a "gas unit" designated before or after the completion of the said oil well or wells shall not entitle LESSEE to retain the additional acreage provided for an oil well or wells so physically located on a designated "gas unit" or a "gas unit" which LESSEE has the right to designate for a gas well. It is the intention of the Parties, LESSOR and LESSEE, that double credit shall not be taken by LESSEE for both oil and gas wells where the "drillsites" for the oil well or wells may be physically located on the same acreage included in a designated "gas unit," but that LESSEE shall be entitled to retain at the conclusion of the stipulated required development period only that acreage allotted to and included in the "gas unit" which LESSEE has earned and is entitled to retain pursuant to this Section 5.

(f) Each well required or permitted to be drilled by LESSEE in order to extend this lease under the provisions of Subsection 5(b), shall be drilled to a minimum depth of five thousand (5,000) feet, or to production in paying quantities of oil and gas at a lesser depth; provided, however, this requirement may be waived by LESSOR in writing, signed by an authorized officer of LESSOR.

(g) Upon termination of this lease except as to each oil well and each gas well and the number of acres hereinabove specified in Subparagraph (c) of this paragraph 5 around each such well, each separate well tract shall, subject to subparagraph (h) below, be treated as a separate lease tract subject to the provisions of this lease, and the continuation of this lease as to each such separate lease tract shall be determined by the provisions of this lease applied to each separate lease tract as if each such separate lease tract were separately leased under the provisions hereof.

(h) Upon release or termination of this lease as to a part (but not all) of the acreage described herein, LESSEE shall have a continuing non-exclusive easement (but only to the extent that LESSOR may legally permit such an easement) across the surface and subsurface of all of the leased premises for conducting permitted operations and producing and selling oil and gas from any wells drilled under the terms of this lease, but not otherwise.

(i) A well shall be deemed to be commenced under the terms of this lease on the date the drill bit enters the earth for the actual drilling of a validly permitted well. A vertical well shall be deemed to be completed under the provisions of this lease (i) three days after the well reaches total depth in the event no attempt is made to complete the well as a producer of oil and/or gas by the running of production casing (a dry hole) or (ii) thirty days after the date production casing is cemented in the well (as reflected by the cementing affidavit required to be filed with the Railroad Commission of Texas) in the event an attempt is made to complete the well as a producer of oil and/or gas. A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed the earlier of the date the drilling rig is released from a well which is not completed as a producer of oil or gas, or thirty (30) days after the date a horizontal well completed as a producer of oil or gas reaches the total length of its drainhole(s).

(j) Upon the termination of this lease for whatever reason as to any portion of the leased premises, LESSEE agrees promptly to comply with applicable plugging and abandonment rules and regulations of the Railroad Commission of Texas as to any well situated thereon.

ASSIGNMENTS AND CHANGES IN OWNERSHIP

6. (a) The rights of LESSOR hereunder may be assigned in whole or in part and the provisions hereof shall extend to its successors and assigns. No change or division in ownership by LESSOR of the leased premises or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding upon LESSEE until thirty (30) days after LESSEE shall have been furnished by registered United States mail at LESSEE'S principal place of business with a certified copy of recorded instrument or instruments evidencing same.

(b) The rights of LESSEE may not be assigned as to segregated areas without the express written consent of LESSOR, but the rights of LESSEE may be assigned in undivided interests without LESSOR'S consent. Provided, however, copies of all assignments of this lease shall be furnished to LESSOR within thirty (30) days after the date of the assignment. LESSEE shall have the right and power upon termination of this lease to execute and deliver to LESSOR a full release hereof, binding upon all assignees and sub-assignees of LESSEE. All assignments of this lease shall reserve unto the assignor the right and power, co-extensive with that of the assignee, to execute a release of the interest assigned.

WARRANTY AND PROPORTIONATE REDUCTION

7. This lease is executed without warranty of title, either express, implied or statutory. However, if LESSOR owns an interest in the oil and gas in or under the leased premises less than the entire mineral fee estate, then the royalties (including shut-in and minimum royalties) to be paid LESSOR shall be reduced proportionately to correspond to and to reflect such lesser ownership. No amount paid to LESSOR as bonus or delay rental shall be refundable under any circumstance.

TITLE EXAMINATION: ABSTRACTS OF TITLE

8. (a) At the end of the Primary Term of this lease, or upon sooner termination thereof, and every two (2) years thereafter so long as this lease remains in force, LESSEE, in the event that ownership has changed, shall prepare or cause to be prepared, at LESSEE'S expense, a supplemental abstract of title covering the title to the working interest created by this lease and any interest carved therefrom, and shall deliver same to LESSOR, its successors or assigns, free of cost, which said supplement shall cover the period from the date of this lease to a date, if this lease has terminated, which will include the recording of the last release of any part of the working interest created by this lease as to all of the leased premises covered hereby.

(b) If LESSEE obtains a title opinion covering all or any part of the leased premises, LESSEE agrees to furnish a copy thereof to LESSOR within ten (10) days after receipt of such opinion.

ENVIRONMENTAL PROVISIONS: SURFACE OWNERSHIP

9. (a) LESSEE shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission, the Environmental Protection Agency and any other governmental authorities. LESSEE shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent such substances are contemporaneously required for actual oil or gas operations on the leased premises and any such substances shall be used, stored and disposed of in a safe manner, in compliance with all applicable governmental regulations. LESSEE shall insure that all contractors comply with the terms of this subsection. In the event LESSEE is notified of any environmentally harmful or dangerous conditions on the leased premises resulting from LESSEE'S operations, LESSEE shall promptly take all actions required by any governmental authority having jurisdiction to clean up and correct such dangerous or of harmful conditions, in accordance with applicable law and regulations and sound engineering practices. LESSOR shall have no responsibility to inspect or oversee LESSEE'S operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and LESSOR shall have no right to control any details of LESSEE'S operations, nor to designate or control LESSEE'S contractors. Neither LESSEE nor any contractors shall have any right of contribution or indemnity from LESSOR for any matters relating to operations on the leased premises or conditions on the leased premises, regardless of whether such matters arise from LESSOR'S negligence. LESSEE indemnifies and holds LESSOR harmless from any and all costs, expenses and liabilities LESSOR might incur relating to any harmful, damaging or dangerous conditions connected with operations hereunder, regardless of whether such matters arise from LESSOR'S negligence. By commencing any such operations, LESSEE shall acknowledge its consent to the terms of this Subsection. In the event any claim is made against LESSOR based upon an alleged breach of this provision, upon request by LESSOR, LESSEE shall post a bond for amount of the alleged damage, such bond to be maintained at LESSEE'S expense for the benefit of LESSOR until such claim is fully resolved.

(b) LESSOR does not own the surface of any of said lands, and LESSEE agrees to make such arrangements with the surface owners as LESSEE deems appropriate. The indemnity provisions of this paragraph specifically include damages to and claims by surface owners, their agents, employees, lessees and all other persons occupying said lands.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER OR INJURY TO OR DEATH OF PERSONS AND/OR LOSS OR DAMAGE TO PROPERTY INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS RESULTING DIRECTLY OR INDIRECTLY FROM LESSEE'S OPERATIONS ON SAID LANDS, OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS. THE TERM "LESSEE" AS USED HEREIN SHALL INCLUDE LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, OR ANY PERSON ACTING UNDER ITS DIRECTION OR CONTROL. FURTHER, LESSOR SHALL NEVER BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION, OR SUITS FOR DAMAGES BECAUSE OF INJURY TO PERSONS OR PROPERTY RESULTING FROM ANY ACTS OR OMISSIONS OF LESSEE. IT IS UNDERSTOOD, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES UNMIXED WITH THE FAULT OF LESSEE OR ITS OFFICERS, AGENTS, EMPLOYEES, SERVANTS, REPRESENTATIVES OR SUBCONTRACTORS.

(c) In the event suit is filed against LESSOR based in whole or in part upon LESSEE'S operations hereunder, and for which LESSOR is otherwise entitled to be indemnified hereunder, LESSEE shall defend LESSOR of and from such litigation.

(d) The provisions of this Section 9 are specifically applicable not only to LESSEE but also to LESSEE'S successors and assigns, and no assignment of this lease shall relieve LESSEE of the obligations of LESSEE under this section all of which LESSEE assumes by the acceptance of this lease.

INFORMATION TO LESSOR

10. (a) LESSOR shall at all times be entitled to full information covering all of LESSEE'S operations on the leased premises or otherwise pertinent to LESSOR'S interests. To this end, LESSOR, through its representative or representatives duly designated from time to time in writing, at its sole cost, risk and expense, shall have free access to all operations conducted by LESSEE upon the leased premises and, at all reasonable times, to all of LESSEE'S records and data pertaining thereto. Further, LESSEE shall furnish LESSOR with (i) upon the commencement of any drilling operations on the lease, copies of all reports filed with the Railroad Commission of Texas or other governmental agency having jurisdiction in connection with such operations, and (ii) upon the completion of any drilling operations on the lease, a written summary of all daily drilling reports, copies of all logs run in any such well and in addition copies of core or other type of formation analysis.

(b) If LESSEE and LESSEE'S assigns conduct any geophysical surveys on any part of the leased premises, then upon LESSOR'S written request, but no earlier than thirty (30) days after completion of these operations LESSEE will furnish the following to LESSOR, free of cost, pertaining to all geophysical surveys conducted on the leased premises:

- 1) A reproducible base map showing the outline of the 3D showing stack (fold coverage) with identifiable line and crosslines,
- 2) Field acquisition parameters,
- 3) A map showing a timeslice of actual data coverage,
- 4) A tape or DVD with corrected gathers and velocity field in Segy format,
- 5) The right to obtain field tapes and all required support data (observers notes, survey info, etc) if reprocessing should be required,
- 6) All final processed 3D volumes in Segy format on DVD or 8mm tape including Stack and migrated versions (Poststack, and Prestack), Coherency processing, near and far

trace stacks and any other special processed versions. All volumes must include complete loading instructions and a processing sequence for each version.

Any such geophysical information so furnished LESSOR by LESSEE shall, if LESSEE so requests in writing, be considered confidential and shall not be disclosed to third parties, other than LESSOR'S agents, for a period of two (2) years from date furnished or upon termination of this lease, whichever occurs sooner; provided that in the event of a partial termination of this lease the shorter period of time shall apply to such data insofar as it pertains to the lands as to which this lease has terminated. In the event Lessor and Lessee have entered into a separate agreement governing such Seismic data the terms of such agreement shall be controlling.

In addition to the foregoing information to be furnished to LESSOR, LESSEE covenants and agrees to notify LESSOR whenever a well, which has been drilled on the leased premises, is plugged and abandoned, whether the same was a producing well or a dry hole, and is to include with the notification a copy of the plugging report furnished the Railroad Commission.

(c) Further, LESSEE specifically agrees that upon the expiration of the Primary Term of this lease, and annually thereafter on the anniversary date of this lease, to furnish to LESSOR a summary report, covering a period of twelve (12) months ending with the date of the report, which said report shall include the following:

- (1) API Number, Lease number and lease name assigned by the Railroad Commission of Texas.
- (2) On the reporting date, the number of producing wells and their well number(s) or well designation(s).
- (3) On the reporting date, the number of wells not producing but not plugged, and their number(s) or designation(s).
- (4) The number of wells that were plugged during the previous twelve (12) months, and their well number(s) or well designation(s).
- (5) Name of lease Operator and number of Operator assigned by the Railroad Commission of Texas.

MINIMUM ROYALTY

11. (a) In the event that commercial production of oil or gas is obtained during the term of this lease and such production is relied upon by LESSEE to extend the term of this lease as to all or any part of the acreage originally included herein, then notwithstanding any other provision herein contained to the contrary, and while and so long as such production is so relied upon to extend the lease term, LESSEE shall, during any anniversary year of this lease (any 12-month period calculated from the anniversary date of this lease) during which period all payments actually received by LESSOR as royalty or rental do not equal the sum of THIRTY DOLLARS (\$30.00) per acre during the Primary Term of this lease and FIFTY DOLLARS (\$50.00) per acre after the expiration of the Primary Term of this lease for each acre held under this lease by LESSEE as of the end of any such anniversary year, pay to LESSOR as and for Minimum Royalty a sum in dollars equal to the difference between the sums actually paid by LESSEE to LESSOR as either royalty or rental and the Minimum Royalty stipulated above, any such sum to be due and owing within sixty (60) days following the end of any such anniversary year. LESSEE shall accompany the payment of any additional sums so owing and that may be due with an accounting certified as correct by an officer of LESSEE or the comptroller of LESSEE, setting forth the total sum actually received by LESSOR during the anniversary year in question and any sum that may be due to LESSOR as and for the Minimum Royalty under the formula set forth above. Any such payment by LESSEE may be made by LESSEE to LESSOR or credited to LESSOR'S account in JPMORGAN CHASE BANK, N.A. Once production is obtained from the leased premises and at the anniversary date of this lease each year, LESSEE shall render an accounting to LESSOR setting forth what payments were made, of whatever kind, to LESSOR under this lease during the next preceding year.

(b) If one or more assignments of undivided interests in this lease are made, LESSEE shall nevertheless remain primarily responsible for paying the minimum royalty and furnishing the accountings required hereunder, and LESSOR shall not be required to look to any other leasehold owner for such matters. Provided, however, that if LESSEE assigns its entire interest in this lease (i) to one party, such party shall be responsible for payment of minimum royalty and furnishing

accountings, or (ii) to more than one party, LESSEE shall remain responsible for such matters until LESSEE designates to LESSOR in writing the name and address of the assignee who is to become responsible for payment of minimum royalty and furnishing accountings hereunder, and such written designation shall be binding on all assignees. If one or more assignments of segregated areas of this lease are made with the prior consent of LESSOR under Section 6 hereof, the assignee of this lease as to such segregated area shall be responsible for payment of minimum royalty and furnishing accountings as to such segregated area.

(c) If LESSEE fails to make and render to LESSOR any payment or accounting required by the provisions of this Section 11 within sixty (60) days following the close of any such anniversary year, then LESSOR may cancel this lease upon notice to LESSEE in writing sent by certified or registered United States mail with postage prepaid to LESSEE'S last known address filed with the LESSOR or as set forth in this lease. LESSEE may reinstate this lease if, within thirty (30) days after the deposit of the notice in the United States mails as aforesaid, LESSOR receives from LESSEE (i) the amount of minimum royalty due, (ii) the accounting required, and (iii) the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as liquidated damages, LESSOR and LESSEE hereby agreeing that such sum is fair and reasonable as compensation to LESSOR for its efforts in collecting the minimum royalty due.

FORCE MAJEURE

12. The covenants and agreements herein expressed or implied in this agreement shall be subject to all valid Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor LESSEE held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of such law, order, rule or regulation. And if after the Primary Term from such cause, LESSEE is prevented from conducting drilling or reworking operations on or producing oil or gas from the leased premises, the time while LESSEE is so prevented shall not be counted against LESSEE, and this lease shall be extended for a period of time equal to that during which such LESSEE is so prevented from conducting such drilling or reworking operations on, or producing oil or gas from such leased premises notwithstanding any other provision thereof. LESSEE shall within a reasonable time (not to exceed forty-five (45) days) after receiving notice of any such Federal or State law, executive order, rule or regulation, contemplated under this Section 12, notify LESSOR thereof and advise LESSOR of the effect of such upon this lease. Provided, however, the provisions of this Section 12, shall in no way abridge the right of LESSOR to receive or relieve LESSEE of the obligation to pay the minimum sums described and provided for in Section 11 above.

TERMINATION OF LEASE; RELEASE OF LEASE

13. **UPON THE TERMINATION OF THIS LEASE OR ANY PORTION HEREOF, HOWSOEVER SUCH TERMINATION OR PARTIAL TERMINATION MAY COME ABOUT, LESSEE COVENANTS AND AGREES FOR ITSELF AND FOR ITS SUCCESSORS AND ASSIGNS, TO FURNISH LESSOR WITH AN APPROPRIATE RECORDABLE RELEASE. SHOULD LESSEE OR ITS SUCCESSORS OR ASSIGNS FAIL TO FURNISH SUCH RELEASE, LESSOR SHALL HAVE THE RIGHT TO FILE AN AFFIDAVIT IN THE RECORDS OF THE COUNTY CLERK OF THE COUNTY OR COUNTIES IN WHICH THIS LEASE IS SITUATED, STATING THE FACT OF TERMINATION AND THE BASIS THEREFOR, AND SUCH AFFIDAVIT SHALL HAVE THE SAME EFFECT AS A RELEASE.**

MISCELLANEOUS

14. (a) LESSEE shall have the right at any time during or within three (3) months after the expiration of this lease to remove all property and fixtures placed by LESSEE on the leased premises, including the right to draw and remove all casing.

(b) LESSEE shall have the right to convert any well situated on the leased premises to a salt water disposal well so long as the salt water to be disposed of is produced from the leased premises; and LESSEE shall have no right to dispose of salt water from any other source into such well without LESSOR'S prior written consent. Upon termination of this lease, all rights to inject salt water into a well situated on the leased premises shall be terminated and such well shall be plugged and abandoned in accordance with applicable regulations of the Railroad Commission of Texas.

(c) The breach by LESSEE of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, unless otherwise specified herein. In the

event LESSOR considers that operations are not at any time being conducted in compliance with this lease, LESSOR shall notify LESSEE in writing of the facts relied upon as constituting a breach thereof, and LESSEE, if in default, shall have thirty (30) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

(d) A copy of any release or partial release of this lease, whether required (as in Paragraph 5[c]) or voluntary, must be furnished to Lessor within ten (10) days after the execution thereof. If Lessee does not strictly comply with this provision, Lessor shall have the right and option to require any payments based upon acreage hereunder (such as minimum royalty) to be made as if no release or partial release had occurred.

(e) LESSEE agrees to comply with all laws of the State of Texas and the rules and regulations of all subdivisions and agencies thereof including, but not limited to, the Natural Resources Code of the State of Texas, the Regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission, and the Environmental Protection Agency.

(f) Omitted.

(g) LESSEE agrees to inform LESSOR in writing of the intention, making, filing, prosecution, recovery, compromise or settlement of any claim against any other party that LESSEE has or asserts, or that LESSOR may have, which arises in whole or in part from this lease, or from the drilling, production, operations, management, or administration of, or rights based on, this lease.

(h) If LESSOR shall bring any legal proceeding to enforce any term or provision of this lease and shall be adjudged any substantial relief hereunder, LESSEE shall be liable for LESSOR'S attorneys' fees in any such proceeding in a reasonable amount to be fixed by the court in which such action is brought and maintained.

(i) This lease shall inure to the benefit of and be binding upon LESSOR and LESSEE, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is effective as of the day first above written.

SOUTH TEXAS SYNDICATE TRUST
BY JPMORGAN CHASE BANK, N.A., TRUSTEE

By: Patricia Schultz Ormond
Patricia Schultz Ormond, Vice President

LESSOR

BROAD OAK ENERGY, INC.

By: David B. Braddock
David B. Braddock, Chief Executive Officer

JDB
MS

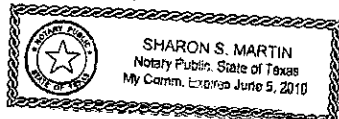
LESSEE

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Schultz-Ormond, as Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, TRUSTEE FOR SOUTH TEXAS SYNDICATE TRUST, known to me to be the person whose

name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association in its capacity as Trustee.

Given under my hand and seal of office this the 27th day of February, 2007.



Sharon S. Martin
 Notary Public in and for the State of Texas
 My Commission Expires: 6.5.2010

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **David B. Braddock**, Chief Executive Officer of Broad Oak Energy, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 4 day of March, 2007.



John D. Braddock
 Notary Public in and for the State of Texas
 My Commission Expires: 10-20-2009

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

27333603

* denotes required field to be entered by EFT requestor

EFT General Information																																				
Date of Request *	8/16/2009	Type of Transfer (check one)	ACH	Wire	X																															
Value Date of Transfer *	8/16/2009	Transfer Amount *	4,080,003.80	Currency *	USD																															
Reference/Invoice Number *	N/A																																			
Paying Company Information																																				
Company Code & Name *	Code	100	Name	Hunt Oil Company																																
Bank Account Name to Debit	Hunt Cash Management																																			
Bank Account Number to Debit	[REDACTED]																																			
Beneficiary (Receiver) Information																																				
SAP Vendor Number (if known)																																				
Vendor Name *	Broad Oak Energy, Inc.																																			
Bank Name *	Bank of Texas N.A.																																			
Bank City & State *	City	Dallas	State	TX																																
ABA Number *	111014325																																			
SWIFT Code (international only)																																				
Account Name	Broad Oak Energy, Inc. 1030014345																																			
Account Number *	[REDACTED]																																			
Details to be included with transfer (50 character maximum)																																				
Internal details (not transmitted)	Please send confirmation to April Garcia																																			
Prospect/Well Name:	North Hawkville																																			
Gross/Net Acres:	0																																			
Financial Coding Information																																				
Company Code *	GL Account *	Amount *	Cost Center	WBS Element (AFE)	Trading Partner	Trans Type	Asset																													
100	5000582	4,080,003.80	22132100	LE, 09, 15890, CAP																																
Requested by *	Larry Guzick			Phone Extension	8563																															
Approved by *	Paul Habenicht			Approver Code *	320																															
<table border="1"> <thead> <tr> <th colspan="4">For Treasury Dept Use Only</th> </tr> </thead> <tbody> <tr> <td>Approved by</td> <td>[Signature]</td> <td>14 LDR657</td> <td>1,216,934.68</td> <td>01</td> </tr> <tr> <td>Entered by</td> <td>[Signature]</td> <td></td> <td>1,461,627.95</td> <td>02</td> </tr> <tr> <td>Released by</td> <td>[Signature]</td> <td></td> <td>268,820.22</td> <td>03</td> </tr> <tr> <td>Posted by</td> <td>[Signature]</td> <td></td> <td>132,621.05</td> <td>04</td> </tr> <tr> <td colspan="3"></td> <td>4,080,003.80</td> <td></td> </tr> </tbody> </table>								For Treasury Dept Use Only				Approved by	[Signature]	14 LDR657	1,216,934.68	01	Entered by	[Signature]		1,461,627.95	02	Released by	[Signature]		268,820.22	03	Posted by	[Signature]		132,621.05	04				4,080,003.80	
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Posted by	[Signature]		132,621.05	04																																
			4,080,003.80																																	
If you require assistance completing this form, please call extension 8088 or 8766.																																				

Bank of America Direct


Cindy Chancellor | Hunt Oil Company
10/16/2009 10:29 CDT
Last Sign In: 10/16/2009 at 09:21 CDT

Bank of America 

Payments Receipts Treasury Trade Images Notifications

Payment Transaction Details

Payment 4 of 4 Total Payments

PI Reference: 27333603
Debit Account: 
Account Name: Hunt Cash Mana
Payment Amount: USD 4,080,003.80
Value Date: 10/16/2009
Your Reference:

Payment Status: Payment Completed
Payment Type: USD Wire
Initiated: 10/16/2009 10:21 by CC680788
Last Modified: 10/16/2009 10:21 by CC680788
Last Rejected:
Last Approved: 10/16/2009 10:23 by CD221987
Released: 10/16/2009 10:24 by CD221987
Trace Reference: 27333603
Service Conf: 20091016B6B7HU2R004548
Template Used:

Ordering Party Info

ID Type:
ID:
Name:
Address:

RECEIVING BANK

Provided By:

ID Type:
ID:
Name:
Address:
City:
State:
Country:

INTERMEDIARY BANK


Provided By: User

ID Type:
ID:
Name:
Address:
City:
State:
Country:

BENEFICIARY BANK INFORMATION

ID Type: ABA
ID: 111014325
Name: BANK OF TEXAS, NATIONAL ASSOCIATION
Address: 5956 SHERRY LN, STE 1100
City: DALLAS
State: TX
Country: US

BENEFICIARY INFORMATION

ID Type: ACCT
ID: 
Name: BROAD OAK ENERGY INC
Address:

Bank-To-Bank Info:

Details of Payment:

Charges: None Selected

Exit Details

[Previous Detail](#)

Broad Oak Energy, Inc.

011753

SOUTH TEXAS SYNDICATE TRUST		VENDOR	CHECK DATE		
INVOICE NUMBER	INVOICE DATE			DISCOUNT TAKEN	AMOUNT PAID
DRNTL-011409	01/14/09	12036	01/15/09	\$0.00	\$118,560.25
		DELAY RENTAL 2371.205 AC			
		Total:		\$0.00	\$118,560.25

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



Broad Oak Energy, Inc.

Operating Account
1755 Wittington Place
Suite 500
Dallas Texas 75234
469-522-7800

Bank of Texas
Houston, Texas
www.bankoftexas.com

CHECK NO.
0011753

32-1432
1110

DATE
01/15/09

AMOUNT
*****\$118,560.25

*****118,560 Dollars and 25 Cents

PAY TO THE ORDER OF

SOUTH TEXAS SYNDICATE TRUST
C/O JPMORGAN CHASE BANK
1020 N.E. LOOP 410, SUITE 320
SAN ANTONIO, TX 78209 TX3-7213

[Handwritten Signature]
[Handwritten Signature]

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD UP AT AN ANGLE TO VIEW

0011753

HUNT002786

Prospect: South Texas Syndicate

Lease Obligation Approval

DUE DATE	LEASE #	LESSOR	EXPIRATION	NET AC	AMT DUE	OBLIGATION	RECOMMENDATION	Y/N
2/26/2009	T-ST-004-00	South Texas Syndicate Trust	2/26/2010	2371.2060	\$118,560.25	\$50 / acre rentals	PAY = Y/N	

LAND GEOLOGY

Initials

David Scott
John Coss
Date 1-14-09

Prepared by:
JD Braddock
Landman

Dated:
1/14/2009

BROAD OAK ENERGY, INC.
CHECK REQUEST

Date: 1/14/2009

Amount: \$118,560.25

Prospect: STS

Well Name / #: STS 103

Lease #: T-STS-004-00

Type Cost: Delay Rental

Payee: South Texas Syndicate

Address: _____

Tax ID: _____

Additional Instructions / _____

Check Detail: 2,371.205 gross / net acres, McMullen & LaSalle Counties, Texas

Return to: Jeri Paduch

Approval: 

	Accounting
Vendor #	<u>1052</u>
Invoice #	_____
Account #	_____
Well #	_____
Afe #	_____

HUNT002788

Broad Oak Energy, Inc.

007578

SOUTH TEXAS SYNDICATE TRUST		VENDOR	CHECK DATE	DISCOUNT TAKEN	AMOUNT PAID
		1052	01/07/08		
INVOICE NUMBER	INVOICE DATE			DISCOUNT TAKEN	AMOUNT PAID
DLYRNTL-ST8	01/07/08	2468		\$0.00	\$118,560.25
		DELAY RENTAL-ST8			
		Total:		\$0.00	\$118,560.25

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Broad Oak Energy, Inc.
 Operating Account
 755 Wittington Place
 Suite 500
 Dallas, Texas 75224
 469-522-7800

Bank of Texas
 Houston, Texas
 www.bankoftexas.com

CHECK NO. 0007578
 824432
 1110

DATE 01/07/08
 AMOUNT *****\$118,560.25

*****118,560 Dollars and 25 Cents

PAY TO THE ORDER OF SOUTH TEXAS SYNDICATE TRUST
 JPMORGAN CHASE BANK, N.A. TRFEE
 P.O. BOX 47531, MS TX3-7207
 SAN ANTONIO, TX 78265

TWO SIGNATURES REQUIRED OVER \$25,000

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK--HOLD AT AN ANGLE TO VIEW

⑈0007578⑈

HUNT002789

BROAD OAK ENERGY, INC.
CHECK REQUEST

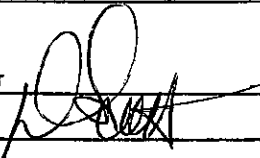
Date: 1/4/2008
Amount: \$118,560.25

Prospect: South Texas Syndicate
Well Name / #: STS 103
Lease #: T-STS-004-00
Type Cost: Delay Rental

Payee: SOUTH TEXAS SYNDICATE TRUST
Address: JP MORGAN CHASE BANK, N.A.
P. O. BOX 47531, MS TX3-7207
SAN ANTONIO, TX 78265

Tax ID: 74-6032490

Additional Instructions /
Check Detail: Annual Rental

Return to: Allison Schar
Approval: 

<i>Accounting</i>	
Vendor #	<u>(new vendor)</u>
Invoice #	<u></u>
Account #	<u></u>
Well #	<u></u>
Afe #	<u></u>

HUNT002790

Broad Oak Energy, Inc.

OWNER NAME							
50032 SOUTH TEXAS SYNDICATE TRUST							
WELL	GR. VOLUME	GR. VALUE	STATE TAXES	GR. OTH. DED.	UNIT PRICE	BTU	AMOUNT PAID
PROD MONTH	PROD	INTEREST	OWNER VALUE	AMOUNT	OWNER OTH. DED.	NET AMOUNT	ADJUSTMENTS
(See Attached Statement)							
			Check Date: 01/21/08		Amount: ****\$6,240.68		
557542800 DM							

DETACH AND RETAIN THIS STATEMENT FOR TAX PURPOSES

WHEN WRITING REFER TO WELL AND YOUR OWNER NUMBER

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



Broad Oak Energy, Inc.

Revenue Account
1755 Wittington Place
Suite 500
Dallas Texas 75234
469-522-7800

*****6,240 Dollars and 68 Cents

Bank of Texas
Houston, Texas
www.bankoftexas.com

32-1432
1110

CHECK NO. 010037

DATE	AMOUNT
01/21/08	****\$6,240.68

PAY TO THE ORDER OF

SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A.
P. O. BOX 47531, MS TX3-7207
SAN ANTONIO TX 78265



⑈00 10037⑈



Vendor 1052

HUNT002791

BROAD OAK ENERGY, INC.
(469) 522-7800

VENDOR

CHECK

005490

1052

02/26/07

INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
LSBN-ST5	02/26/07	738 OGL-2371.205 AC-MC MULLEN CO	\$0.00	\$474,241.00
Total:			\$0.00	\$474,241.00

THE FACE OF THIS DOCUMENT HAS A VOID FEATURE, MICRO PRINTING AND AN ARTIFICIAL WATERMARK ON THE BACK.

BROAD OAK ENERGY, INC.
(469) 522-7800

BANK OF TEXAS NA
GOPPELL TEXAS
www.bankoftexas.com
32-1432/1110

005490

CHECK NO.
005490

Pay *****474,241 Dollars and 00 Cents

DATE

AMOUNT

02/26/07

*****\$474,241.00

TO THE
ORDER OF

SOUTH TEXAS SYNDICATE TRUST
JPMORGAN CHASE BANK, N.A., TTEE
P.O. BOX 47531, MS TX3-7207
SAN ANTONIO TX 78265

AUTHORIZED SIGNATURE

⑈005490⑈

HUNT002792

86575

BROAD OAK ENERGY INC.

LEASE PURCHASE REPORT

PROSPECT: STS COUNTY/PARISH: McMullen/Lasalle STATE: TEXAS

LESSOR(S): South Texas Syndicate Trust by JPMorgan Chase Bank NA, Trustee

ADDRESS: P.O. Box 47531, MS TX3-7213

San Antonio, TX

78265

TAX I.D.: 74-6032490 TELEPHONE NUMBER: _____

LESSEE: Broad Oak Energy, Inc.

LAND TYPE: FEE MINERAL SURFACE ROW STATE FEDERAL

LEASE TYPE: OIL & GAS SEISMIC OPTION SEISMIC PERMIT/OPTION TO LEASE ROW OTHER

LEASE RECORDED: YES NO PENDING

GROSS ACRES: 2371.205 BONUS: 474,241.00 LEASE DATE: 2-26-07

NET ACRES: 2371.205 BONUS PER ACRE: 200.00 PRIMARY TERM: 3 years

MINERAL INTEREST: 100% TOTAL RENTAL: 118,560.25 LEASE ROYALTY: 25%

PARTIAL INTEREST: YES NO RENTAL PER ACRE: 50.00 OVERRIDE(S): N/A

LIST OUTSTANDING INTERESTS BELOW: PAID-UP: YES NO EXPIRATION DATE: 2-25-10

SHORT LEGAL: 2371.205 acres of land being part of the South Texas Syndicate Ranch located in LaSalle & McMullen County, Texas.

LEASE DEPTH RESTRICTIONS: YES (If yes, explain below) NO

OPERATOR OF LEASE: Broad Oak Energy PARTY RESPONSIBLE FOR PAYMENTS: Broad Oak Energy

WORKING INTEREST PARTNERS/PERCENTAGES: _____

OUTSTANDING INTERESTS: _____

REMARKS OR SPECIAL PROVISIONS: The acreage designated for the above nine(9) tracts is taken from the survey plat of the South Texas Syndicate Ranch provided to our office by Chase Bank. Please see attached report by Chapman Byrd for further explanation.

PREPARED BY: Bailey Woods

DATE: March 15, 2007

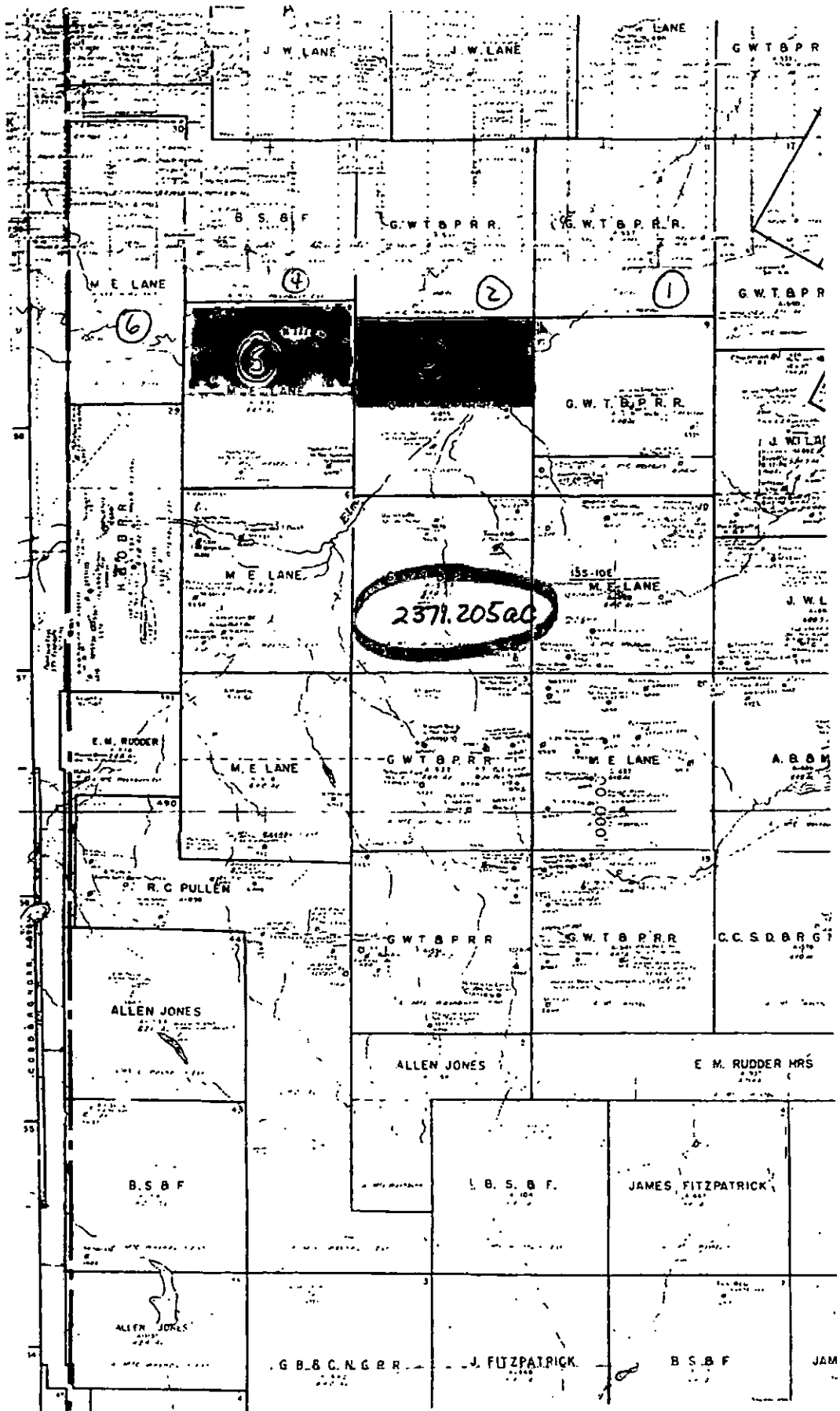
PLEASE ATTACH:

- SIGNED & RECORDED LEASE
- PLAT (COLORED)
- OWNERSHIP REPORT
- SOURCE DEED
- ASSIGNMENTS
- PAID DRAFT

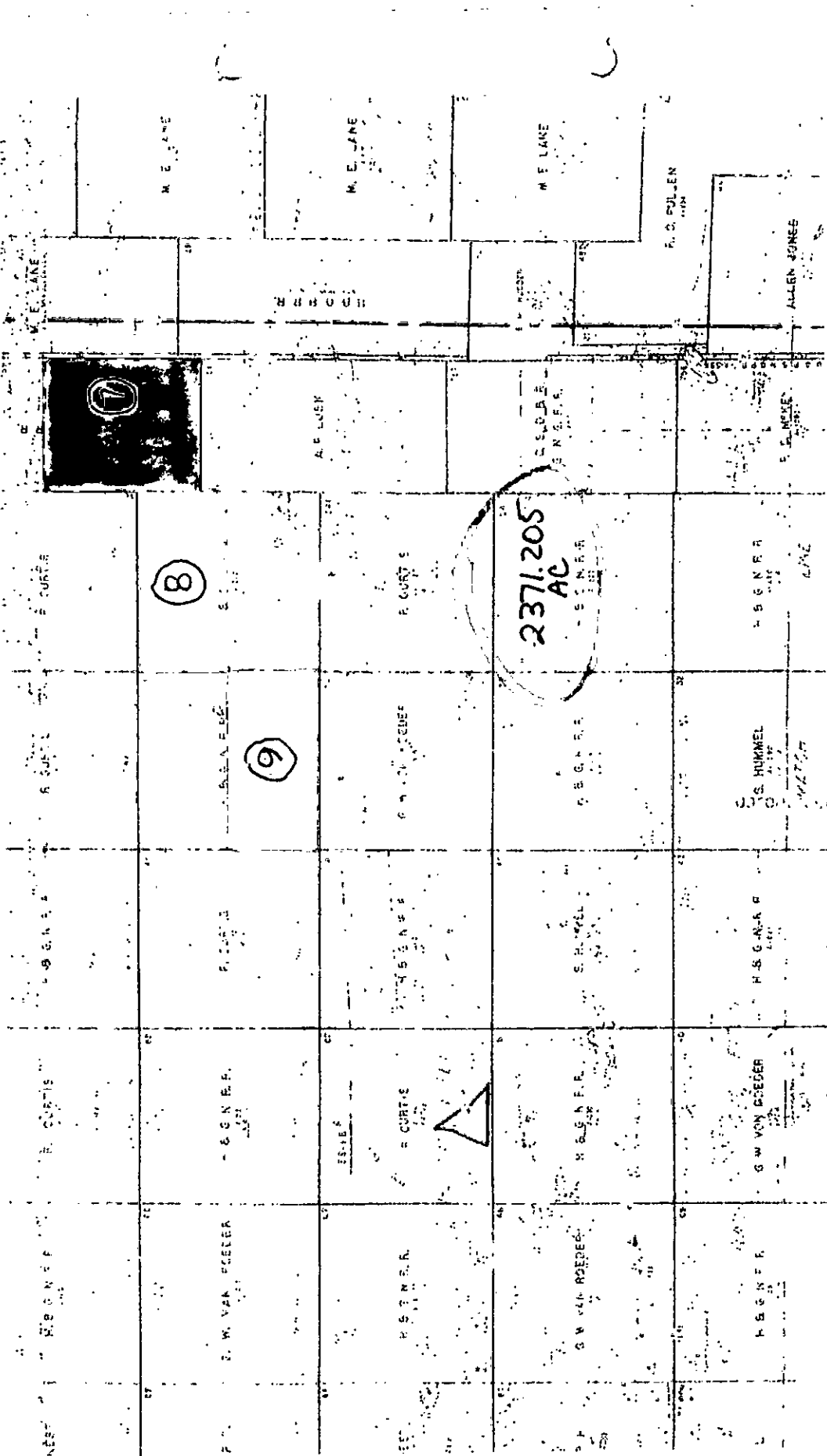
Rental 2/26/08

T-STS-004-00

HUNT002793



HUNT002794



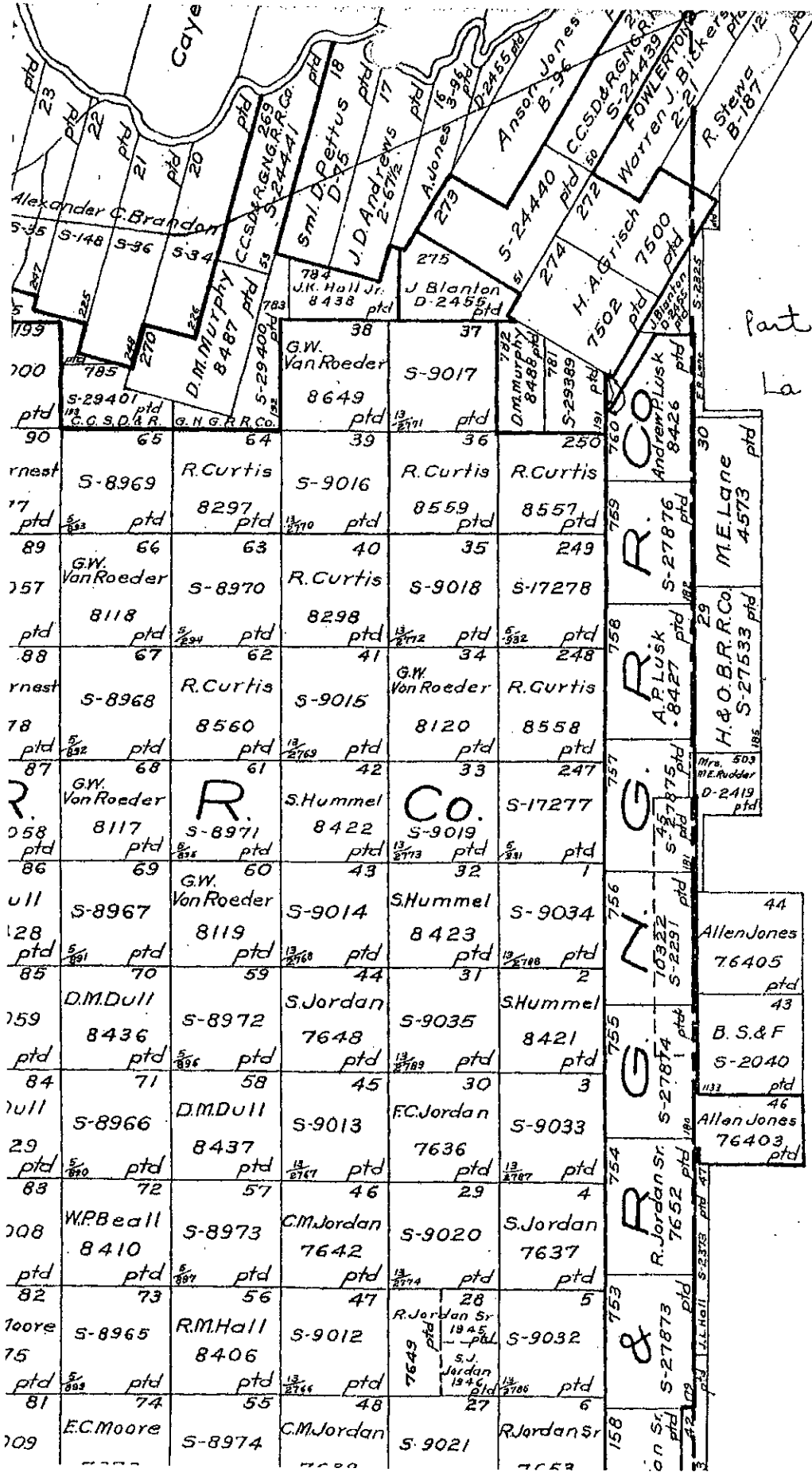
2371.205
AC

7

8

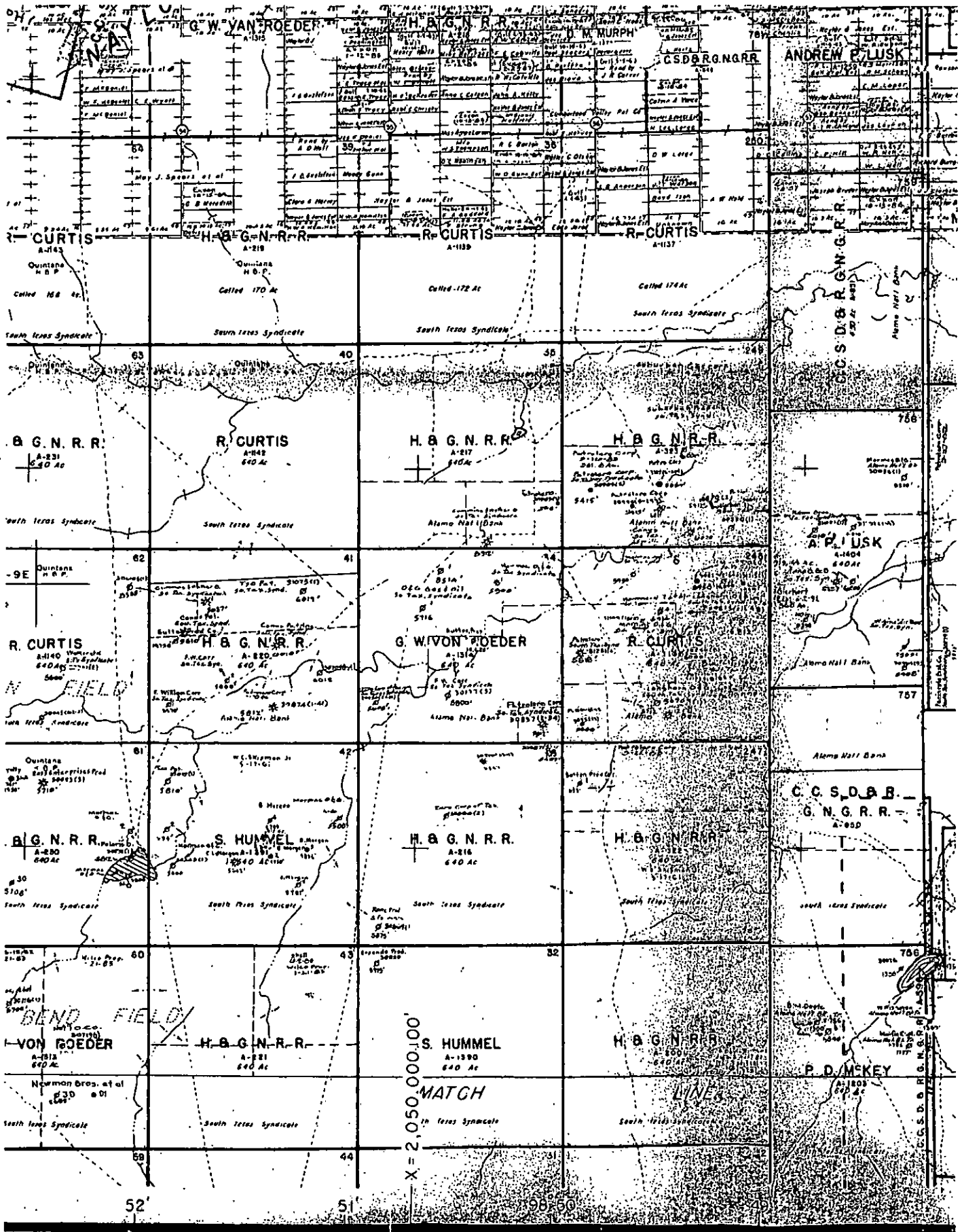
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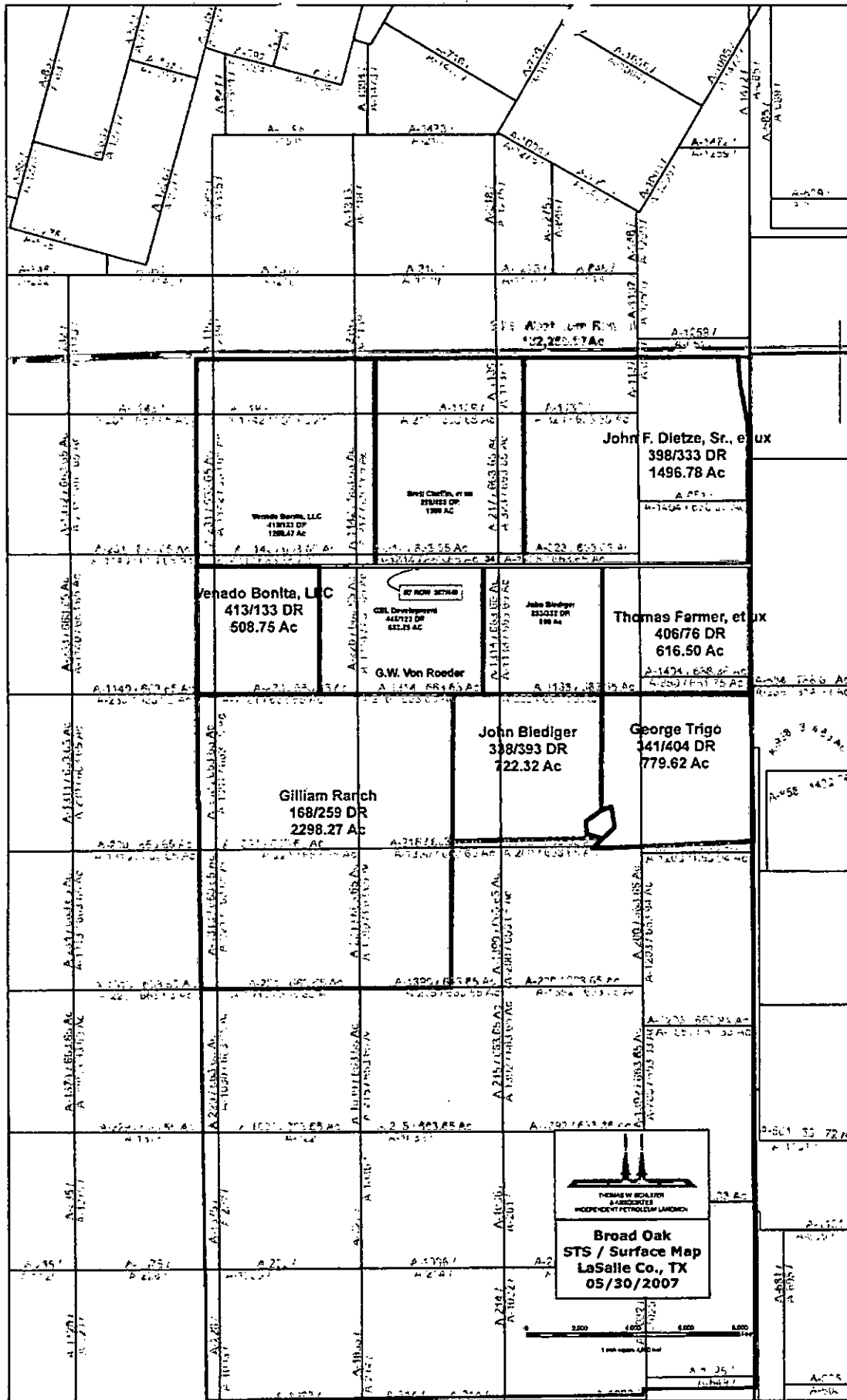


E
 Part of GLO Map
 La Salle County

McMULLEN



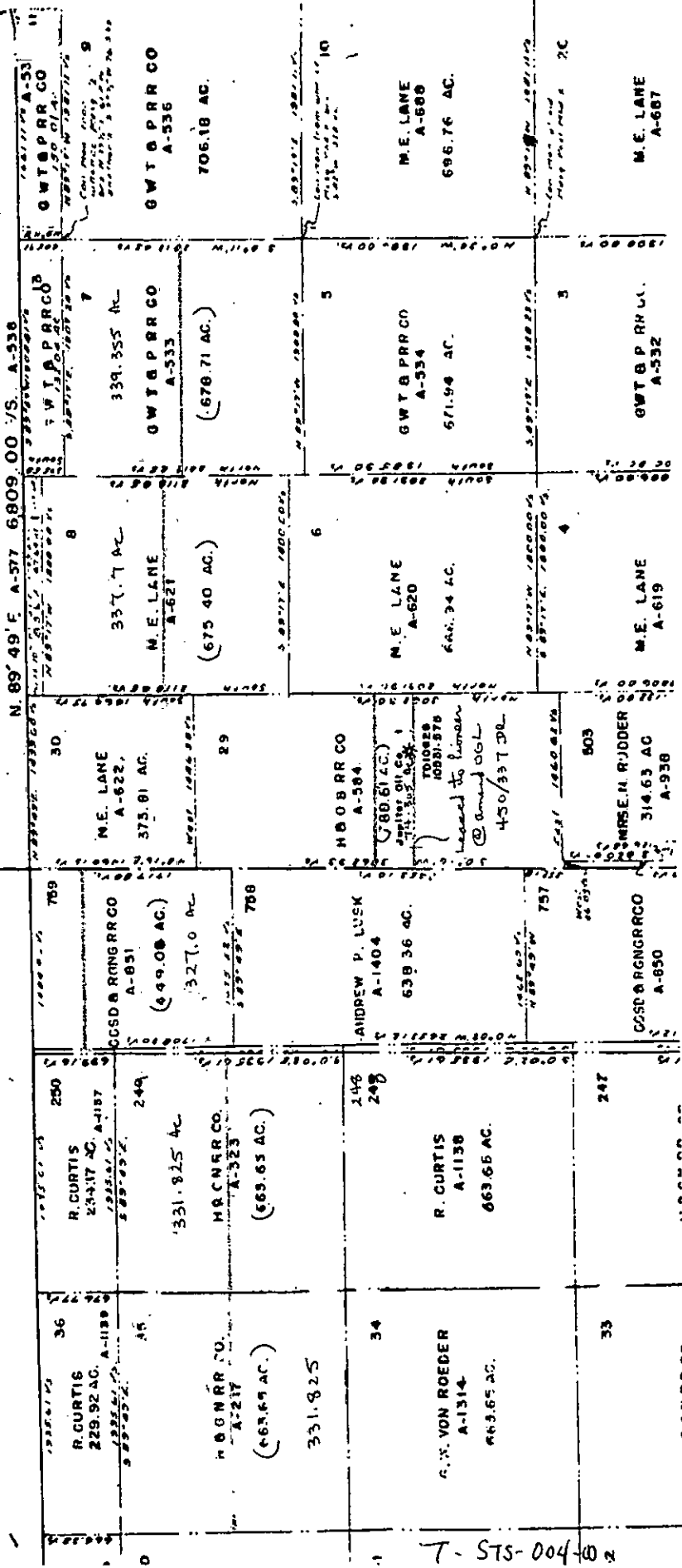
HUNT002797



HUNT002798

A SALLE COUNTY

MC MULLEN COUNTY



From: [Bill Osborn](#)
To: [Larry Guzick](#)
Cc: [Curtis Riddle](#); [Leverne Hearn](#)
Subject: FW: Notice and Consent to Assign
Date: Friday, May 07, 2010 12:33:46 PM
Attachments: [Consent - BroadOak-Hunt_3094ac. OGM 031506-pdf.zip](#)
[image002.gif](#)

Attached is signed consent to assign.
Leverne, will you please add this to sts file.

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Friday, May 07, 2010 12:29 PM
To: Bill Osborn
Cc: Melissa F Montanez
Subject: RE: Notice and Consent to Assign

Mr. Osborn:

Attached is a PDF containing my execution of the Notice and Consent to Assign you seek. May I request a copy of the subject Assignment and the Amendment thereto?

I look forward to working with you and your Assigns.

Per our conversation I understood electronic transmittal would suffice. Should you require a signed original delivered via USPS, please let me know.

It was a pleasure to discuss with you and Mr. Guzick matters surrounding your planned well upon the STS minerals. All the best in that effort.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

HUNT002802

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Thursday, May 06, 2010 3:07 PM
To: H L Tompkins
Subject: Notice and Consent to Assign

<<consenttoassign.pdf>>

Mr. Tompkins,

Thank you again for your time today.

Attached is the notice and consent to assign document that we discussed earlier. If you will please sign and email back to me at your earliest convenience I would appreciate it.

I will get a letter to you discussing our other matters related to lease amendments soon.

Take Care,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002803

entities.

HUNT002804



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

May 6, 2010

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

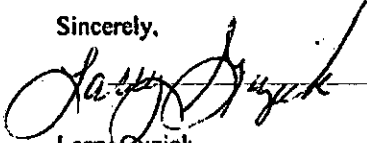
I am writing to provide you notice of and request your consent to assignment of that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas (the "Lease"). Pursuant to an assignment dated October 1, 2009, Broad Oak Energy, Inc. ("BOE") assigned all of its interest in all of the lands covered by the Lease save and except a tract of land covering approximately 173.47 acres (the "Assignment"). On April 28, 2010, but effective as of October 1, 2009, BOE executed an amendment to its prior assignment which amended the assignment in order to assign all of BOE's interest in all of the lands covered by the Lease (the "Amended Assignment"). The Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, the Amended Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, **BMT O&G TX, L.P. (12.5%)**, **CMB O&G TX, L.P. (2.34375%)**, **TRB O&G, TX, L.P. (2.34375%)**, **ACB O&G TX, L.P. (2.34375%)**, **MLB O&G TX, L.P. (2.34375%)**, **ARBGT (LMB) O&G TX, L.P. (9.375%)**, **ARBGT (SRB) O&G TX, L.P. (9.375%)** and **EPB Eagleford TX, L.P. (9.375%)**.

Pursuant to Article 6(b) of the Lease, HOC, on behalf of itself and the other assignees under the Assignment and the Amended Assignment, requests your approval of the Assignment as well as the Amended Assignment. If you are in agreement with both the Assignment and the Amended Assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

HUNT002805

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,



Larry Guzick
Regional Land Manager

The assignment described above is approved this 7th day of MAY, 2010.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee



H.L. Tompkins
VICE PRESIDENT

HUNT002806

From: [Bill Osborn](#)
To: h.l.tompkins@jpmorgan.com; [Tompkins, H.L.](#)
Cc: [Larry Guzick](#)
Subject: Pooling/Lease Amendment
Date: Friday, September 09, 2011 2:49:29 PM
Attachments: [20110909144138.pdf](#)

H.L.,

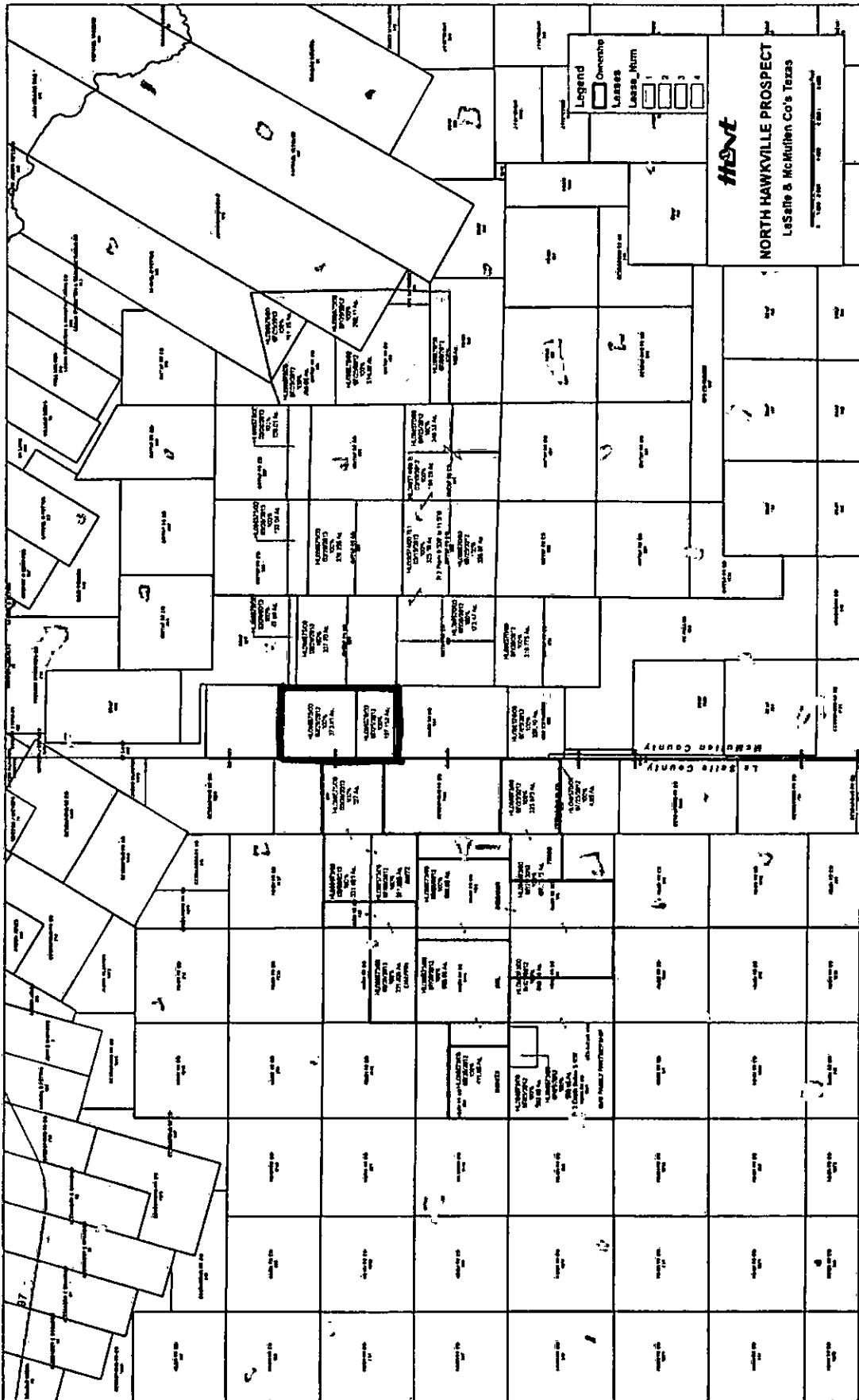
Please see the attached plat. We need to devise a lease amendment to allow drilling across lease lines w/in the highlighted box. We intend to drill two laterals in the not too distant future within this area. As I am sure you understand, we would like to stay close to the County Road during hunting season if possible.

I am assuming that something similar to the previous amendment that allowed us to drill across lease lines is what you would prefer but please let us know your thoughts at your earliest convenience.

Thanks for your assistance.

Bill

HUNT002807



HUNT002808

From: Bubbyschex
To: [Bill Osborn](mailto:Bill.Osborn); [Larry Guzick](mailto:Larry.Guzick); diannetyler@bruscato.com; htyler@bruscato.com; bubbyschex@aol.com
Subject: Fwd: Red Crest Trust - Wilson County, Texas
Date: Thursday, September 30, 2010 11:15:48 AM
Attachments: [Red Crest Trust - HOC Acreage.pdf](#)
[Red Crest Trust Acreage.pdf](#)

Bill

Here are the plats and the original email I sent Philip Mettham at JP Morgan.

If you need anything else, do not hesitate to ask

Nelson

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380 Cell

-----Original Message-----

From: Bubbyschex <bubbyschex@aol.com>
To: philip.j.mettham@jpmorgan.com
Sent: Wed, Sep 22, 2010 8:26 am
Subject: Fwd: Red Crest Trust - Wilson County, Texas

Philip,

I'm sorry I had spelled your name wrong. Thank you for getting back with me so quickly. Here was the original email with attachments.

Thanks again,

Nelson

From: Bubbyschex <bubbyschex@aol.com>
To: philip.j.mettham@jpmorgan.com
Sent: Tue, Sep 21, 2010 4:23 pm
Subject: Red Crest Trust - Wilson County, Texas

Philip,

Thanks for getting back with me so quickly.

I am working with Hunt Oil Company out of Dallas, Texas and we have lease a good amount of acreage in Wilson County, Texas.

Attached to this email is are 2 plats, the first is showing your acreage that we are interested in, and the second plat shows your acreage along with a small portion of our leased acreage.

HUNT002809

We are drilling in Wilson County as I type this email, and we plan to be very active in the next few years, with multiple rigs running. We would like to lease your acreage, however it is only to compliment our existing leased acreage.

The terms we are offering are \$200 per net acre for 3 years, with a 2 year option for \$225 per net acre and a 1/5th royalty.

As you will notice that we have substantial acreage positions where we do not need this acreage, but we would like to lease it and include it in the units we will be forming, which would benefit your clients as opposed to sitting open and undeveloped.

I will give you a few days to review the attached plats and will contact you later this week, or if you need please feel free to contact me at the information below or via this email.

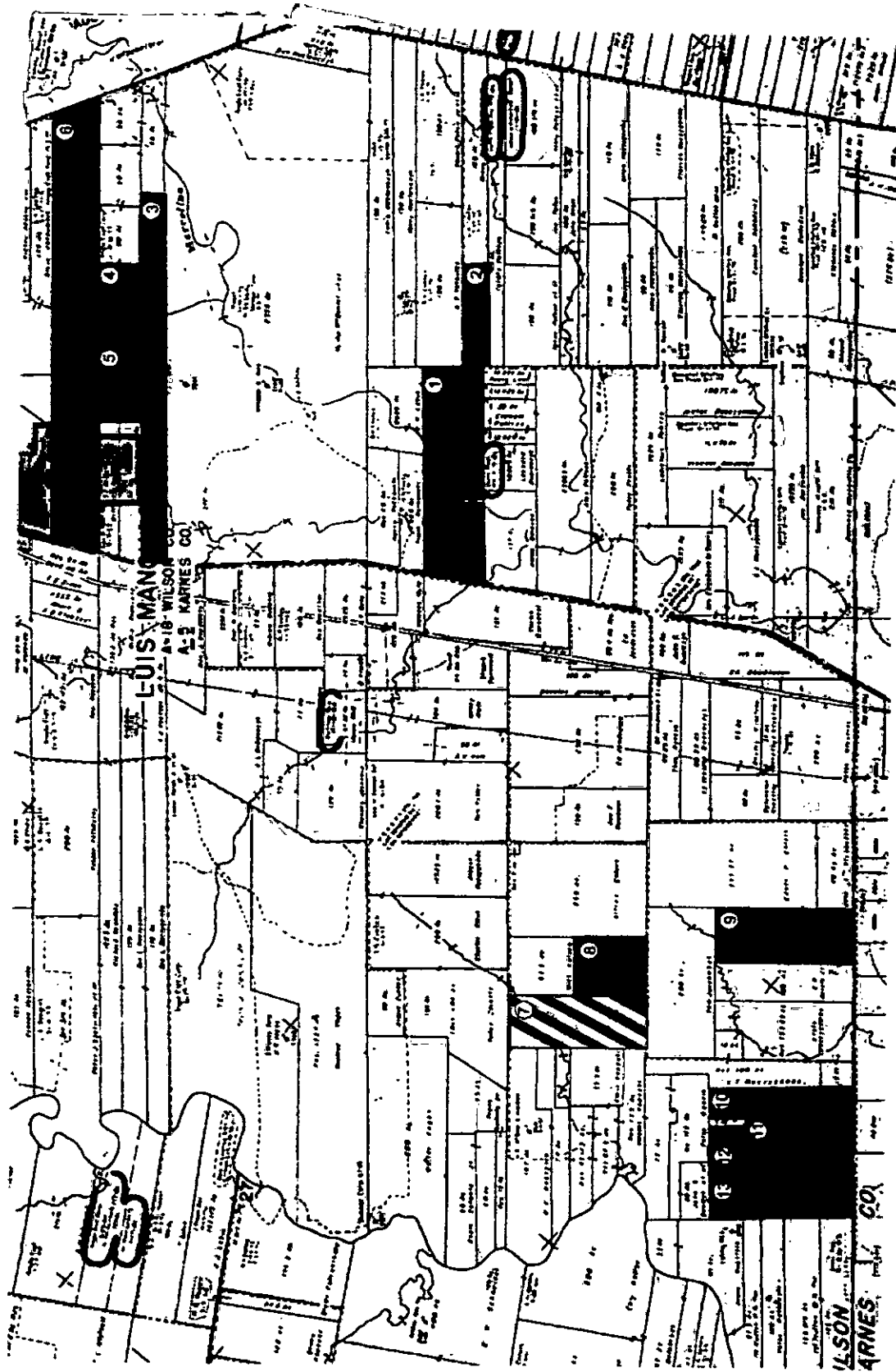
Thanks again for your time and I look forward to getting something done.

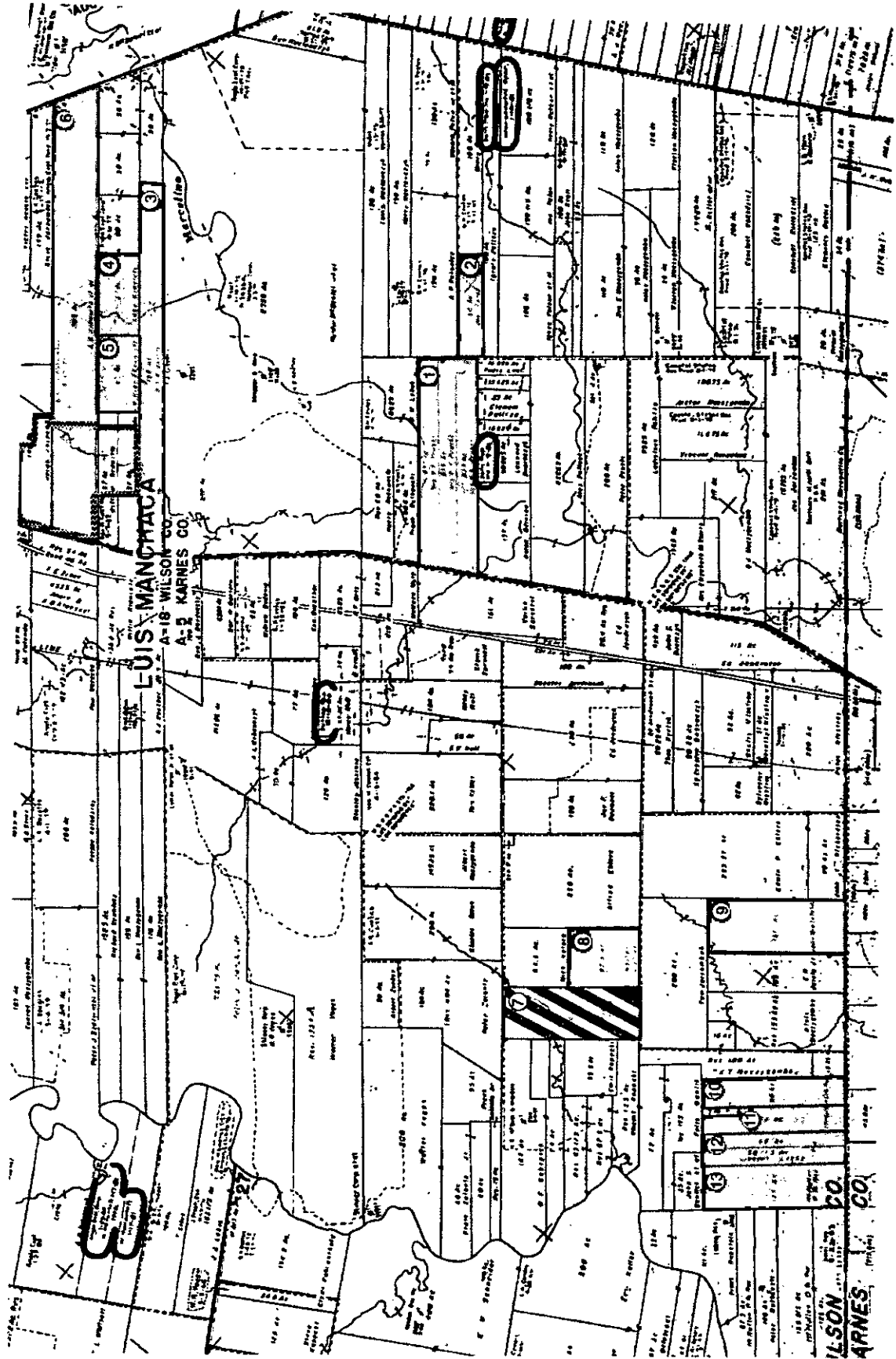
One last thing, if you wouldn't mind, can you send me a copy of your lease form so that we can take a look at it. Thanks.

Nelson

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380 Cell

HUNT002810





HUNT002812

From: [Bill Osborn](#)
To: [Larry Guzick](#)
Subject: FW: Well Density & Rental Payment
Date: Thursday, July 15, 2010 9:32:46 AM

Sorry, forgot to cc you on the email. See below.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Thursday, July 15, 2010 9:32 AM
To: 'h.l.tompkins@jpmorgan.com'
Subject: Well Density & Rental Payment

Mr. Tompkins,

I know Larry Guzick sent you an email and left you a voice message on Tuesday, July 13 but I am attempting to contact you as well.

Per the proposed letter agreement that I sent to you on 6/18/10 we would appreciate a response to our request for Hunt Oil Company to adopt the Hawkville field rules for our initial well in LaSalle County, TX.

There is a strict deadline for rental payments and we would like to hear from you and/or receive the signed letter agreement by the end of the day before we make our rental payment. We would appreciate your cooperation.

Please contact me at 214-978-8835 or Larry Guzick at 214-978-8563

Thanks.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

HUNT002813

bosborn@huntoil.com

(214) 978-8835 office

HUNT002814

From: [Bill Osborn](#)
To: "H.L. Tompkins"
Cc: [Larry Guzick](#)
Subject: RE: Sorry
Date: Tuesday, August 10, 2010 4:46:54 PM
Attachments: [image002.gif](#)

Mr. Tompkins,

We would like to get a CA signed. If the CA is too far reaching please make changes and send it to me and it will receive immediate attention.

The lease only states that only geophysical information is to be held confidential, that is why we would like to get a CA that includes any other reports that we send to you. Furthermore, where the lease specifically addresses daily drilling reports, it states that upon **completion of any drilling operations** that the Lessee shall furnish to the Lessor, upon request, a written summary of those reports. At this point we are still in the drilling process.

As I said we are willing to give you an immediate response to any changes that you make to the CA. I am sure both of us agree that it is beneficial and helpful to receive responses quickly and documentation in a timely manner. I hope you realize that we are trying to be as accommodating as possible.

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Tuesday, August 10, 2010 3:53 PM
To: Bill Osborn
Subject: RE: Sorry

Bill:

This CA is far reaching and contrary to Paragraph 10 of the lease.

Please forward the"full information covering all of the Lessee's operations on the leased premises....."

Thanks

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

HUNT002815

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Tuesday, August 10, 2010 9:21 AM
To: H L Tompkins
Subject: Sorry

<<H.L.TompkinsCA.doc>>

Here is the Confidentiality Agreement

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002816

From: [Bill Osborn](#)
To: [Larry Guzick](#)
Subject: FW: Hunt Oil Company Documents
Date: Wednesday, May 26, 2010 1:06:08 PM
Attachments: [certification of trust.DOC](#)
[RevisedAmendment to STS Lease No T-ST5-002-00.DOC](#)

FYI,

This is the latest email or attempt to contact H.L. Tompkins.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Wednesday, May 26, 2010 12:57 PM
To: 'h.l.tompkins@jpmorgan.com'
Subject: Hunt Oil Company Documents

Mr. Tompkins,

1. Attached are the Lease Amendment and the Certification of Trust document that we spoke of several weeks ago. It was my understanding that the Certification of Trust, which is a title curative item, was to be forwarded to a separate department, signed and sent back to us. We have yet to receive the signed document.
2. The Amendment to the Oil and Gas Lease only contains the provisions that you stated would be approved at this time. There is not any provision in this current Amendment that pertains to pooling. I would appreciate a response to our request to amend the original lease as it pertains to the terms in the attached amendment.
3. Hunt Oil Company would like to begin the drilling process in the coming weeks and would like to have all of our documentation in place before we do so. If you will please contact me at your earliest convenience regarding both of these documents I would very much appreciate it.

Thank you for your cooperation

Best Regards,

Bill Osborn

HUNTO02817

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002818

CERTIFICATION OF TRUST

Date: _____, 2010, to be effective as to each of the portions of the Property (Leased Premises), as of the date(s) of the various oil and gas leases and other documents (Leases) pertaining to such Property, as described and defined below and on Exhibit "A" hereto.

Trust: South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate
(herein, as currently amended and in effect, called the "Trust")

Trustee: JPMorgan Chase Bank, N.A., Trustee, as successor Trustee to:
John T. Pearson, Trustee (of the South Texas Syndicate), as grantee and as described in and pursuant to that certain Deed, dated October 17, 1940, recorded in Volume R-3, Page 581, et seq., Deed Records La Salle County, Texas, from John T. Pearson, Independent Executor of the Estate of A. Mcc. (sic) Washburn.

Trustee's Mailing Address:

P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265

Settlor: A. Mcc. (sic) Washburn, deceased, pursuant to testamentary devise under his will, and the 1940 Deed described above.

Property (Leased Premises):

All (100%) of the oil, gas and other mineral ownership (herein "**Mineral Ownership**") in the lands, located in La Salle and McMullen Counties, Texas, described in and covered by those certain Oil and Gas Leases, memoranda of such Leases, and/or in amendments and/or corrections of any of them, and in other documents pertaining thereto; all as described on Exhibit "A" attached hereto and incorporated herein by this reference, including the description of such lands in any of such documents by reference to other documents. (Such Oil and Gas Leases, and the other documents described above are herein collectively called the "**Leases**," and the lands constituting the Property, which are described in and covered by the Leases, are herein collectively called the "**Leased Premises**.")

Original Lessee(s) under the Leases: See Exhibit "A" hereto.

Current Assignee(s) and Leasehold Owner(s) of the Leases:

Hunt Oil Company

BMT O&G TX, L.P.

CMB O&G TX., L.P.

TRB O&G TX, L.P.

ACB O&G TX, L.P.

MLB O&G TX, L.P.

ARBGT (LMB) O&G TX, L.P.

ARBGT (SRB) O&G TX, L.P.

EPB Eagleford TX, L.P.

Recitals:

WHEREAS, the "South Texas Syndicate" as described (and being the grantee trust) in the 1940 Deed above, is a trust estate, and is one and the same as the other names listed above by which the Trust has been designated, including as Lessor in and under the Leases, memoranda (of the Leases), amendments and corrections of any of them, and other documents pertaining thereto, which are described on Exhibit "A" hereto; and

WHEREAS, the Mineral Ownership in the Leased Premises has been, and continues to be, held in the Trust and owned by the particular designated and then-current Trustee of the Trust, for the benefit of the Trust and its beneficiaries, since the date of the original 1940 Deed above, and has been leased by the Trust to the Original Lessee(s) pursuant to the Leases described on Exhibit "A;" and

WHEREAS, JPMorgan Chase Bank, N.A., is the successor Trustee for the Trust as described above, and has continued to be and act in such capacity, at all times since at least the effective date and date of execution and delivery (whichever is earlier) of each of the respective Leases listed and described on Exhibit "A";

NOW THEREFORE, by its signature below, the Trustee confirms the recitals and other statements herein, and the additional certifications set forth below, upon which both the Original Lessees, and also the current Assignees and Leasehold Owners listed above, are relying in connection with their various dealings with the Trustee and the Trust concerning (and specifically including) the Leases and the Leased Premises, and any agreements, transactions, and matters between and among them pertaining thereto.

Certifications:

1. Trustee is a [and the sole] [**Instruction: delete bracketed statement if not correct**] currently acting trustee of the Trust, which Trust was created or established under or

pursuant to an instrument, executed and originally effective on _____,
and amended by that/those certain amendment(s) executed and effective on _____
_____ ; and the Trust, as currently amended, exists.

2. The Trust powers include, and have at all relevant times included, at least all those trust powers granted a trustee by subchapter A, chapter 113, of the Texas Property Code (and/or the Texas Trust Code as re-codified therein), and without limitation, include the power to execute the Leases, amendments, memoranda, and other documents described on Exhibit "A" hereto, and any other agreements, documents or instruments that may be executed or entered into in the future by the Trustee in such capacity on behalf of the Trust, concerning the Leases, and the Mineral Ownership, and/or the Leased Premises, and any dealings, transactions or matters pertaining thereto, and also to the Current Assignees as leasehold owners of the Leases and Leased Premises.

3. The Trust is irrevocable.

OR (Instruction: CHOOSE ONE AND LINE THROUGH THE OTHER)

The Trust is revocable, and the power to revoke the Trust is held by:

(NAME) _____.

4. Under the terms of the Trust, currently and at all times previously since its creation, all [**OR designate a number:** _____] of the currently acting trustees at any relevant time are required to sign documents in order to exercise the powers of the trustees.

5. Title to the Trust assets, including the Leased Premises, is held, and documents concerning and on behalf of the Trust and such Trust assets should be executed, in the following manner:

JPMorgan Chase Bank, N.A., Trustee,
of (and/or for, and/or on behalf of)
the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate),

Or

the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate);
by JPMorgan Chase Bank, N.A., Trustee

6. The Trust has not been revoked or modified or amended in any manner that would cause the statements, representations, recitals, and certifications contained in this Certification to be incorrect.

7. Attached hereto and incorporated herein as Exhibit "B" (with additional pages attached to such Exhibit) are true and correct copies of excerpts from the Trust Instrument and/or any pertinent amendments thereto, which include and consist of all the pertinent provisions or terms in such instrument and/or any amendments thereof, which are currently in effect, and which:

(1) designate or appoint the Trustee as the acting trustee of the Trust both currently and for the relevant time periods specified herein in connection with the Leases and the Leased Premises, and

(2) confer on the Trustee the power, and/or grant the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and to perform the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

This Certification of Trust may be executed in multiple originals, each of which shall be considered a duplicate original.

Trustee:

JPMorgan Chase Bank, N.A.

By: _____, Vice President,
as Trustee of the South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Vice President of **JPMorgan Chase Bank, N.A.**, a national banking association, **Trustee for the South Texas Syndicate Trust, a/k/a South Texas Syndicate, a liquidating Trust, a/k/a South Texas Syndicate, a trust estate**, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association, in its capacity as Trustee for the above-named Trust.

Notary Public

EXHIBIT "A"

**To Certification of Trust
(Property, Leased Premises, and Leases,
La Salle and McMullen Counties, Texas)**

The "Leases" include collectively, the following oil and gas leases, memoranda of leases, and/or amendments or corrections to any of such documents, and any other documents pertaining to such documents, as may be described hereinbelow and defined in the Certification of Trust;

And the Leased Premises include collectively, the Mineral Ownership for the lands described below, and as covered by and described further in the Leases, and/or described by reference to other documents in the Leases.

1. Oil and Gas Lease (# T-ST-002-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Recorded: Lease not recorded, but is in possession of the Lessor and Current
Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 53, Deed Records, La Salle County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 4,224.7175 acres, more or less, located in La Salle County, Texas, consisting of 8 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 8.)

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 507, Deed Records, La Salle County, Texas.

2. Oil and Gas Lease (# T-ST-004-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.
Memorandum of Oil and Gas Lease for this lease, dated February 26, 2007, executed by the Lessor and Lessee, is recorded in Vol. 461, Page 525, Deed Records, La Salle County, Texas, and in Vol. 451, Page 136, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 2,371.205 acres, more or less, located in La Salle and McMullen Counties, Texas, consisting of 9 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 9), the first 6 of which (1,380.555 acres total) are located in McMullen County, and the last 3 of which (990.65 acres total) are located in La Salle County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described February 26, 2007 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the February 26, 2007 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 503, Deed Records, La Salle County, Texas, and in Vol. 470, Page 362, Deed Records, McMullen County, Texas.

3. Oil and Gas Lease (# T-ST-001-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.
Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 55, Deed Records, La Salle County, Texas, and in Vol. 448, Page 148, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 3,094.0770 acres, more or less, located in La Salle and/or McMullen Counties, Texas (as the case may be therein), consisting of 13 numbered tracts described in the Lease (i.e., Tract Nos. 1

through 13), the first (No. 1) of which (260 acres) is located in La Salle and McMullen Counties, the second (No. 2) of which (4.05 acres) is located in La Salle County, and the last 11 of which are located in McMullen County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 505, Deed Records, La Salle County, Texas, and in Vol. 470, Page 358, Deed Records, McMullen County, Texas.

4. Oil and Gas Lease (# T-STG-003-00)

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Texas Lone Star Petroleum Corporation (later amended to be owned by Broad Oak Energy, Inc.)

Date: March 15, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, effective March 16, 2006, expressly dated March 24, 2004 (but acknowledged March 24, 2006, and see Correction document below), (this counterpart) executed by the Lessor (with a signature line for – but not executed by – Lessee, see Correction document below), is recorded in Vol. 444, Page 449, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of Property

(Leased Premises): 676.745 acres, more or less, (amended later to 683.48 acres, more or less – see Correction document below), located in McMullen County, Texas;

limited in depth from the surface of the earth down to 11,500 feet below the surface of the earth, in and under the above described Property

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease, dated November 6, 2006, effective March 15, 2006, recorded in Vol. 451, Page 297, Deed Records, McMullen County, Texas, executed by Lessor, and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease),

correcting typographical error in date of Memorandum above to confirm Lease is dated March 15, 2006, and also amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including an amendment of the lands covered in the Lease, and substituting a new description for the Leased Premises in the Lease, as revised in total 683.48 acres, more or less.

Second Amendment of Oil and Gas Lease, dated August 7, 2007, effective March 15, 2006 (amending Section 5 (c) for a typographical error in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Third Amendment of Oil and Gas Lease, dated March 5, 2008, effective February 4, 2008 (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Fourth Amendment of Oil and Gas Lease, dated July 16, 2009, (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including the primary term in Paragraph 2, and Paragraph 4 regarding delay rentals, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the date of the primary term in such March 15, 2006, Lease, and revising the description of the primary term as stated in the prior Memorandum, and referencing generally other prior amendments of the Lease), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease), recorded in Vol. 470, Page 360, Deed Records, McMullen County, Texas.

EXHIBIT "B"

To Certification of Trust

**[Excerpts from Trust Documents and/or Amendments -
Re: Designation of Trustee and Trustee Powers]**

(See attached excerpts from the Trust Instrument and/or amendments thereto, consisting of _____ pages, designating the Trustee, and conferring on the Trustee the power, and/or granting the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and performance of the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

(INSTRUCTION: Attach Trust excerpts to the Certification following this page.)

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the SOUTH TEXAS SYNDICATE TRUST, a liquidating trust, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than one hundred twenty (120) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Cc: [Larry Guzick](#)
Subject: Contact
Date: Friday, July 02, 2010 1:06:56 PM

Mr. Tomkins,

If you need assistance from July 6-9 please contact Larry Guzick, as I will be out of the office.

Larry Guzick

214-978-8563

lguzick@huntoil.com

Thank you for your time today. We will look forward to receiving the signed letter agreement that will allow us to use the Hawkville field rules on our initial STS well in LaSalle County, TX.

I hope you have a great holiday weekend.

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002838

From: [Bill Rex](#)
To: [Bill Osborn](#); [Larry Guzick](#)
Subject: FW: Lease Amendment
Date: Wednesday, September 08, 2010 12:58:06 PM

From: Paschall Tosch [mailto:Paschall.Tosch@jpmorgan.com]
Sent: Wednesday, September 08, 2010 12:57 PM
To: Ernie Easley; Don Robillard; Bill Rex
Subject: RE: Lease Amendment

Ernie – Great, hopefully the issue can be resolved once you sit down face-to-face. Best...Paschall

From: Ernie Easley [mailto:EEasley@huntoil.com]
Sent: Wednesday, September 08, 2010 12:55 PM
To: Paschall Tosch; drobillard@huntoil.com; Bill Rex
Subject: Re: Lease Amendment

Paschall, appreciate the response. I think it would be beneficial if we could schedule a meeting for our land guys and Mr Tompkins next week as I think we could accomplish a lot in a short period. As your client owns all the minerals, our goal is to maximize recovery from the leasehold which benefits us both, and I think if we could explain some of the significant surface access challenges our modification requests will make more sense. Ernie

From: Paschall Tosch <Paschall.Tosch@jpmorgan.com>
To: Don Robillard
Cc: Ernie Easley; Donna German; Beth Lawrence <BETH.LAWRENCE@jpmorgan.com>
Sent: Wed Sep 08 11:25:19 2010
Subject: RE: Lease Amendment

I just spoke with H.L. Tompkins in our Oil & Gas trust group. It sounds like we have reached an impasse on a business point and neither side has been willing to offer up a compromise. Per my discussion with H.L. he is trying to protect the interest of his client by enforcing the pooling restriction provided in the lease agreement. I'm not close enough to the situation to offer up any solutions, but I am happy to try and help resolve the situation if I can better understand Hunt's position on the matter.

From: drobillard@huntoil.com
Sent: Wednesday, September 08, 2010 10:45 AM
To: Paschall Tosch
Cc: Ernie Easley; dgerman@huntoil.com
Subject: Fw: Lease Amendment

Paschall,
Can you help us out here? I am informed by our engineers that this is a new Trustee, but we are not having any luck getting him to respond.
Thanks
Don

From: Ernie Easley

HUNTO02839

To: Don Robillard
Sent: Wed Sep 08 10:33:10 2010
Subject: Fw: Lease Amendment

From: Bill Rex
To: Ernie Easley
Sent: Wed Sep 08 09:39:36 2010
Subject: FW: Lease Amendment

Here is his name and Osborn's email sent yesterday warning him that he was being forced to go over his head!

From: Bill Osborn
Sent: Wednesday, September 08, 2010 7:21 AM
To: Bill Rex
Subject: FW: Lease Amendment

Bill,

FYI

I have yet to hear from the Trustee at JP Morgan. Below is an email that I sent to him yesterday.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, September 07, 2010 3:01 PM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: Lease Amendment

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

HUNT002840

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002841

From: [Leverne Hearn](#)
To: "H L Tompkins"
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Friday, July 23, 2010 9:22:14 AM
Attachments: [image001.gif](#)

Thanks so much. Have a safe trip.

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Friday, July 23, 2010 9:19 AM
To: Leverne Hearn
Subject: Re: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

Ms. Hearn:

I have yet to review the memo as I have been away on an extended business trip. We have received the check and memo, I will review it when I return to the office early next week. Thanks

From: Leverne Hearn <LHearn@huntoil.com>
To: Melissa F Montanez
Cc: Bill Rex <BRex@huntoil.com>; Larry Guzick <LGuzick@huntoil.com>; Bill Osborn <BOsborn@huntoil.com>; H L Tompkins
Sent: Fri Jul 23 10:13:29 2010
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

Mr. Tompkins, have you had a chance to review the attached memo so that you can send us confirmation of our delay rental payment on behalf of South Texas Syndicate Trust?

Thanks in advance.

From: Melissa F Montanez [mailto:melissa.f.montanez@jpmorgan.com]
Sent: Wednesday, July 21, 2010 10:43 AM
To: Leverne Hearn
Cc: Bill Rex; Larry Guzick; Bill Osborn; H L Tompkins
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

H.L. Tompkins is the Property Manager for South Texas Syndicate. I have copied him on this email. Thank you.

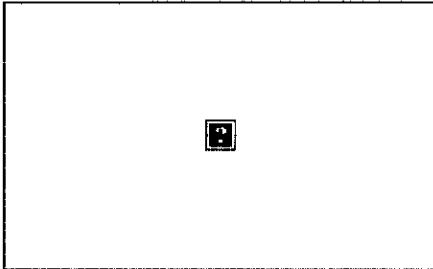
From: Leverne Hearn [mailto:LHearn@huntoil.com]
Sent: Wednesday, July 21, 2010 10:21 AM
To: Melissa F Montanez
Cc: Bill Rex; Larry Guzick; Bill Osborn
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

HUNTO02842

Thanks in advance.



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HUNTO02843

From: [Bill Osborn](#)
To: h.l.tompkins@jpmorgan.com
Cc: [Larry Guzick](#)
Subject: Red Crust Trust-Wilson County
Date: Wednesday, July 13, 2011 10:42:33 AM

H.L.,

I am attempting to check the lease status of some Red Crest Trust acreage in Wilson County, TX. I called Philip Mettham to inquire about this acreage but his v.m. says he is out of the office until Monday.

First question we have is, is Philip Mettham the person I should talk to? Secondly, if Philip is our contact and due to the fact that he is out of the office is there someone else that I might contact to find out of this particular acreage is currently under lease or is open to negotiation.

If it is open Hunt is very interested in negotiating lease terms.

Let me know.

Thanks,
Bill

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

HUNT002844

From: [David Scott](#)
To: h.l.tompkins@jpmorgan.com
Cc: [Larry Guzick](#)
Subject: South Texas Syndicate
Date: Friday, October 23, 2009 10:39:41 AM
Attachments: [sts_requests.pdf](#)
[image001.jpg](#)

Mr. Tompkins,

We did actually send the items that we had discussed FED Ex and they would not deliver in San Antonio because I had Patty's name on the packet. I have re-prepared the letters and am sending them to you at your address in Houston for Monday delivery. I have scanned each letter and am attaching them for your review. If you want to approve prior to getting the originals, you can sign and scan back to me a copy.

Please let me know if you have any questions.

Thanks,

David A. Scott
Land Manager
1755 Wittington Place, Suite 500
Dallas, Texas 75234
469-398-0208 office
469-398-0308 fax
214-557-5745 cell



From: mrbizhub@broadoakenergy.com [mailto:mrbizhub@broadoakenergy.com]
Sent: Friday, October 23, 2009 11:32 AM
To: David Scott
Subject: Message from KMBT_C550

HUNT002845



October 23, 2009

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Designation of Assignee
T-ST5-001-00, T-ST5T-002-00, T-ST5-003-00, T-ST5-004-00
McMullen & LaSalle Counties, Texas

Dear Mr. Tompkins:

Broad Oak Energy, Inc., ("BOE") hereby notifies the South Texas Syndicate Trust of its assignment of all of its right title and interest in the following Oil and Gas Leases:

LEASE DATE	LESSOR	GROSS ACRES	VOL	PAGE	FILE	COUNTY	STATE
7/25/2006	SOUTH TEXAS SYNDICATE TRUST	3094.0770	448 459	148 55	448148 78912	MCMULLEN LASALLE	TEXAS TEXAS
7/25/2006	SOUTH TEXAS SYNDICATE TRUST	4224.7175	459	53	78911	LASALLE	TEXAS
3/15/2006	SOUTH TEXAS SYNDICATE TRUST	683.4800	444	449		MCMULLEN	TEXAS
2/26/2007	SOUTH TEXAS SYNDICATE TRUST	2371.2050	451 461	136 525	62602 79395	MCMULLEN LASALLE	TEXAS TEXAS

SAVE AND EXCEPT the N/2 of the East 346.94 acres of Survey 6, M.E. Lane Survey, A-620, McMullen County, Texas, containing 173.47 acres, which is part of the 683.48 acre lease described above which BOE is retaining ("Excepted Tract"). Pursuant to the Minimum Royalty Section paragraph 11. (b) of the leases described above, BOE hereby designates Hunt Oil Company, ("Assignee") as the responsible party for all payment of minimum royalty and furnishing accountings effective October 1, 2009 as to all of the leases and lands save and except the Excepted Tract. All future correspondence to Assignee should be sent to the following address:

Hunt Oil Company
Attention: Mr. Bill Rex
1900 North Akard Street
Dallas, TX 75201-2300

South Texas Syndicate Letter
October 23, 2009

Should you have any questions, please call me at the letterhead telephone number.

Best regards,

A handwritten signature in black ink, appearing to read "David A. Scott". The signature is written in a cursive style with a long horizontal stroke at the end.

David A. Scott
Land Manager



BROAD OAK ENERGY

1755 Wittington Place, Suite 500, Dallas, Texas 75234 • Phone 469-522-7800 • Fax 469-522-7801

October 23, 2009

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

Broad Oak Energy, Inc. ("BOE") desires to assign all of our interest in a portion of the lands covered by that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas. The assignment will be made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. The lands being assigned are all of those lands covered by said lease, SAVE AND EXCEPT the N/2 of the East 346.94 acres of Section 6, M.E. Lane Survey, A-620, McMullen County, Texas, containing 173.47 acres, more or less. Pursuant to Article 6. (b) of said lease, BOE requests your approval of such assignment. If you are in agreement with the assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,

David A. Scott
Land Manager

The assignment described above is approved this ____ day of _____, 2009.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee

HUNT002848

From: [Bill Rex](#)
To: [Bill Osborn](#); [Larry Guzick](#)
Subject: FW: Lease Amendment
Date: Wednesday, September 08, 2010 11:33:21 AM

Ok, this may be taking a turn for the worse!

Do you know what H.L. is referring to?

From: Ernie Easley
Sent: Wednesday, September 08, 2010 11:28 AM
To: Bill Rex
Subject: Fw: Lease Amendment
Fyi. For some reason my bberry doesn't have oz or larrys address

From: Paschall Tosch <Paschall.Tosch@jpmorgan.com>
To: Don Robillard
Cc: Ernie Easley; Donna German; Beth Lawrence <BETH.LAWRENCE@jpmorgan.com>
Sent: Wed Sep 08 11:25:19 2010
Subject: RE: Lease Amendment

I just spoke with H.L. Tompkins in our Oil & Gas trust group. It sounds like we have reached an impasse on a business point and neither side has been willing to offer up a compromise. Per my discussion with H.L. he is trying to protect the interest of his client by enforcing the pooling restriction provided in the lease agreement. I'm not close enough to the situation to offer up any solutions, but I am happy to try and help resolve the situation if I can better understand Hunt's position on the matter.

From: drobillard@huntoil.com
Sent: Wednesday, September 08, 2010 10:45 AM
To: Paschall Tosch
Cc: Ernie Easley; dgerman@huntoil.com
Subject: Fw: Lease Amendment

Paschall,
Can you help us out here? I am informed by our engineers that this is a new Trustee, but we are not having any luck getting him to respond.
Thanks
Don

From: Ernie Easley
To: Don Robillard
Sent: Wed Sep 08 10:33:10 2010
Subject: Fw: Lease Amendment

From: Bill Rex
To: Ernie Easley
Sent: Wed Sep 08 09:39:36 2010
Subject: FW: Lease Amendment

Here is his name and Osborn's email sent yesterday warning him that he was being forced to go over his head!

HUNT002849

From: Bill Osborn
Sent: Wednesday, September 08, 2010 7:21 AM
To: Bill Rex
Subject: FW: Lease Amendment

Bill,

FYI

I have yet to hear from the Trustee at JP Morgan. Below is an email that I sent to him yesterday.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, September 07, 2010 3:01 PM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: Lease Amendment

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

HUNT002850

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002851

From: Nelson J. Schexnayder, III
To: Dianne Bruscato Tyler; Bill Osborn; Larry Guzick
Subject: Fw: Red Crest Trust - Wilson County, Texas
Date: Thursday, September 23, 2010 10:04:14 AM

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380

From: Philip J Mettham <philip.j.mettham@jpmorgan.com>
Date: Thu, 23 Sep 2010 10:37:25 -0400
To: bubbyschex@aol.com<bubbyschex@aol.com>
Subject: RE: Red Crest Trust - Wilson County, Texas

Nelson-please tell Hunt we will pass. Thanks.

From: Nelson J. Schexnayder, III [mailto:bubbyschex@aol.com]
Sent: Thursday, September 23, 2010 9:25 AM
To: Philip J Mettham
Subject: Re: Red Crest Trust - Wilson County, Texas

Philip

I am sorry, we can not. I can tell you that we are drilling horizontal wells with laterals that run south to north in most cases and a few that will run north to south, but probably not many.

The most we might be able to do is probably \$225 per acre and \$250 for a 2 year option and a 1/5th. Hunt Oil has been strict on the royalty and the option on every lease we have acquired, and the above bonus amount are the most we have paid, Hunt may not even let us go to that, as they really didn't want me to contact you because they had a feeling your asking price was going to be so high.

I figured some production, even at a 1/5th was worth asking you guys, because something is always better than nothing, and it would clean up our plats with more yellow acreage.

Think it over and let me know something, because I would really like to get something done with you. I look forward to hearing from you.

Nelson

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380

HUNT002852

From: Philip J Mettham <philip.j.mettham@jpmorgan.com>
Date: Thu, 23 Sep 2010 09:29:11 -0400
To: Bubbyschex <bubbyschex@aol.com>
Subject: RE: Red Crest Trust - Wilson County, Texas

Nelson,

We have been leasing in this area (A-18, Manchaca Grant) the past couple months for \$3500 and 1/4 for 3 years. Can Hunt match those terms?

Thanks.
PM

From: Bubbyschex [mailto:bubbyschex@aol.com]
Sent: Wednesday, September 22, 2010 9:08 PM
To: Philip J Mettham
Subject: Re: Red Crest Trust - Wilson County, Texas

Philip,

Pursuant to the plats I have previously sent you, below are the legal descriptions that correspond with those tract numbers. I am working on getting legal descriptions for Tracts 1, 2, 10, 11, 12, & 13, it might take a few days as I am working on a runsheet for a title opinion as well as trying to tie up a few hundred loose ends. I'll try and get it this week, but it maybe sometime next week, should there be no fires that need to be fought in the meantime.

Tracts 4, 5 & 6

425 acres of land, more or less, situated in the L. Manchaca Grant, A-18, Wilson County, Texas and being further described in three tracts in that certain Mineral Deed dated October 25, 1929 from Richard Krawietz, et ux to H. J. McMullen and recorded in Volume 161, Page 179 of the Deed Records of Wilson County, Texas

Tracts 3 & 6

523 acres of land, more or less, situated in the L. Manchaca Grant, A-18, Wilson County, Texas and being further described in two tracts in that certain Mineral Deed dated October 31, 1929 from A.D. Krawietz et ux to H.J. McMullen and recorded in Volume 161, Page 516 of the Deed Records of Wilson County, Texas

Tract 9

151 acres of land, more or less, situated in the L. Manchaca Grant, A-18, Wilson County, Texas and being described in that certain Mineral Deed dated January 10, 1930 from Peter Rapstine, et ux to H.J. McMullen and recorded in Volume 163, Page 445 of the Deed Records of Wilson County, Texas

Tracts 7 & 8

232.5 acres of land, more or less, situated in the L. Manchaca Grant, A-18, Wilson County, Texas and being described in two tracts in that certain Mineral Deed dated December 6, 1929 from Kasper Wiatrek, et ux to H.J. McMullen and recorded in Volume 162, Page 499 of the Deed Records of Wilson County, Texas

Thank you for your help and if you need anything else, please do not hesitate to ask.

Nelson

HUNTO02853

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380 Cell

-----Original Message-----

From: Philip J Mettham <philip.j.mettham@jpmorgan.com>
To: bubbyschex@aol.com <bubbyschex@aol.com>
Sent: Wed, Sep 22, 2010 9:19 am
Subject: RE: Red Crest Trust - Wilson County, Texas

Nelson-can you send me the legal descriptions for each of the tracts as well? Thanks again.

From: Nelson J. Schexnayder, III [<mailto:bubbyschex@aol.com>]
Sent: Wednesday, September 22, 2010 9:15 AM
To: Philip J Mettham
Subject: Re: Red Crest Trust - Wilson County, Texas

Thank you very much.

Nelson

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380

From: Philip J Mettham <philip.j.mettham@jpmorgan.com>
Date: Wed, 22 Sep 2010 09:29:36 -0400
To: Bubbyschex<bubbyschex@aol.com>
Subject: RE: Red Crest Trust - Wilson County, Texas

Nelson,
thanks, attached is our lease form for your review. Talk to you soon.

Regards,
Philip Mettham
Oil & Gas Manager
J.P. Morgan Oil & Gas Management
817.884.4446

From: Bubbyschex [<mailto:bubbyschex@aol.com>]
Sent: Wednesday, September 22, 2010 8:26 AM
To: Philip J Mettham
Subject: Fwd: Red Crest Trust - Wilson County, Texas

Philip,

HUNT002854

I'm sorry I had spelled your name wrong. Thank you for getting back with me so quickly. Here was the original email with attachments.

Thanks again,

Nelson

From: Bubbyschex <bubbyschex@aol.com>
To: philip.j.meptham@jpmorgan.com
Sent: Tue, Sep 21, 2010 4:23 pm
Subject: Red Crest Trust - Wilson County, Texas

Philip,

Thanks for getting back with me so quickly.

I am working with Hunt Oil Company out of Dallas, Texas and we have lease a good amount of acreage in Wilson County, Texas.

Attached to this email is are 2 plats, the first is showing your acreage that we are interested in, and the second plat shows your acreage along with a small portion of our leased acreage.

We are drilling in Wilson County as I type this email, and we plan to be very active in the next few years, with multiple rigs running. We would like to lease your acreage, however it is only to compliment our existing leased acreage.

The terms we are offering are \$200 per net acre for 3 years, with a 2 year option for \$225 per net acre and a 1/5th royalty.

As you will notice that we have substantial acreage positions where we do not need this acreage, but we would like to lease it and include it in the units we will be forming, which would benefit your clients as opposed to sitting open and undeveloped.

I will give you a few days to review the attached plats and will contact you later this week, or if you need please fell free to contact me at the information below or via this email.

Thanks again for your time and I look forward to getting something done.

One last thing, if you wouldn't mind, can you send me a copy of your lease form so that we can take a look at it. Thanks.

Nelson

Nelson J. Schexnayder, III
P.O. Box 270984
Houston, Texas 77277-0984
832 - 971 - 8380 Cell

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HUNT002855

From: [Larry Guzick](#)
To: ["h.t.tompkins@jpmorgan.com"](mailto:h.t.tompkins@jpmorgan.com)
Cc: [Bill Osborn](#)
Subject: STS Lease, STS Well No. 1
Date: Tuesday, July 13, 2010 10:03:46 AM
Attachments: [Larry.Guzick.vcf](#)

Mr. Tompkins,

I know you have been in correspondence with Bill Osborn in our office concerning a lease amendment as to unit size. The new Hawkville Filed Rules provide for 320 acre units for gas wells, plus an allowance for larger units based on lateral length. We need to make a rental payment by July 25th and do not want to wait until the last minute. The current lease provides for a 160 ac. unit, or larger if the RRC prescribes it. We feel 320's are prescribed in the new order but as a precautionary measure, would very much appreciate your signing Bill's amendment to assure you are in agreement with us. We would appreciate your immediate attention to this matter. Our well is spudding this week and the rental payment due date is quickly approaching. Please call Bill at 214-978-8835 or me at 214-978-8563. Also please feel free to e-mail either one of us. Thank you for your immediate attention to this matter.

Larry Guzick
Hunt Oil Company
Regional Land Manager
214-978-8563

HUNT002856

From: [Bill Osborn](#)
To: "h.t.tompkins@jpmorgan.com"
Cc: [Larry Guzick](#)
Subject: Hunt Oil Company Lease Amendment
Date: Friday, May 07, 2010 9:14:34 AM
Attachments: [JPMorganLetter5-7-10.doc](#)
[RevisedAmendment to STS Lease No T-ST5-002-00.DOC](#)

Mr. Tompkins,

Attached you will find two documents pertaining to the conversation we had on May 6, 2010.

Please review the enclosed cover letter that lists the 3 main lease amendment issues (not including the right to pool) that we would like to address.

I very much appreciate the time you spent with us on the phone yesterday and I look forward to working with you in the future on our project.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002857



May 7, 2010

HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX. 77002

Dear Mr. Tompkins:

Per our conversation on May 6, 2010, enclosed you will find an amendment to oil and gas lease pertaining to a certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX.

The amendment addresses three key issues.

1. Extends the allowable time from 60 days to 120 days between the completion of one well and the commencement of another to satisfy the "reasonable development" with "due diligence" clause of the lease.
2. Currently, the lease calls for well spacing to what the Texas Railroad Commission "prescribes". We would like to amend the lease to allow for what the Texas Railroad Commission "permits" or "prescribes".
3. We would like to amend the lease to read that a well is deemed completed from "when the drilling rig" is removed to the later of the date "the drilling rig is removed or the date the fracturing equipment is removed from the drill site".

Please review the enclosed document and contact us at your earliest convenience with any questions or concerns that you may have. Should everything meet your satisfaction please sign the document where indicated and send them to me at my attention at the above address.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn
U.S. Onshore/Land and Negotiations
Hunt Oil Company
(214) 978-8835 office

HUNT002858

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the SOUTH TEXAS SYNDICATE TRUST, a liquidating trust, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than one hundred twenty (120) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: Bill Osborn
To: "H.L. Tompkins"; "h.l.tompkins@ipmorgan.com"
Cc: Larry Guzick
Subject: Lease Amendment
Date: Thursday, August 26, 2010 3:46:54 PM
Attachments: Amendment to STS Lease Oil and Gas Lease8-26-10.DOC

Mr. Tompkins,

Per our conversation a couple of weeks ago, attached is our proposed lease amendment. This amendment would amend all four STS leases in which Hunt Oil Company has an interest.

We are in the process of forming units and preparing our drilling schedule. We cannot effectively plan a strategy or optimize the production of the STS acreage without amending the leases. We very much need a timely response to the attached proposal. Please contact me at your earliest convenience to discuss.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNTO02868

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. A new Section shall be added to the Leases, as follows:

"Pooling for Horizontal Wells: Notwithstanding anything to the contrary herein, and in addition to, but not in substitution for, the Lessee's rights under any other provision of this lease or applicable law, Lessee shall have the right to form pooled units for the drilling of a Horizontal Drainhole Well as set forth in this paragraph. For the purpose of this provision, "Horizontal Drainhole", "Horizontal Drainhole Well", and "Horizontal Drainhole Displacement" shall be defined in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The size of the pooled unit for a Horizontal Drainhole Well in which the leased premises is pooled may include, but shall not exceed, the unit size and diagonals as set forth in the following formula; provided that if larger amounts of acreage are permitted or prescribed to be assigned to such well by the rules and regulations of the Railroad Commission of Texas, then such pooled units may include such larger amounts of acreage so permitted or prescribed:

$$A = (L) \times (0.16249) \text{ acres} + 320 \text{ acres}$$

Where: A= calculated area assignable, if available, to a horizontal drainhole for proration purposes rounded up to the next whole number evenly divisible by 40 acres;
L= the horizontal drainhole distance measured in feet between the first take point and the last take point.

The acreage assigned to a horizontal drainhole well shall not exceed 640 acres.

Pooling shall be on a surface acreage basis which means that the production on which Lessor's royalty is calculated shall be that pro rata portion of total unit production which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit.

In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, Lessee shall have the recurring right not the obligation to revise any unit formed for Horizontal Drainhole Wells by expansion or contraction or both, include or exclude specific leases or tracts as well or redefine the vertical limits of the productive zone. If such unit is filed and amended, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for Horizontal Drainhole Wells under this paragraph or any revision thereof shall be the date set forth as the effective date by Lessee in the written declaration that is filed of record for such unit or revision thereof."

2. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed

for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

3. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

4. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County,
Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen
County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle
County, Texas, and Volume 451, Page 136, Deed Records, McMullen County,
Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas
(amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen
County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas
Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [Bill Rex](#)
To: [Ernie Easley](#)
Cc: [Bill Osborn](#); [Larry Guzick](#)
Subject: FW: STS Leases
Date: Thursday, September 09, 2010 9:38:59 AM

Here is the latest email to JPMorgan. I have talked with Donna and she stands ready to help, if needed. She apparently knows the Paschall gentlemen quite well, and says he is industry savvy and possibly could help. If you will note, I revised Bill and Larry's email to HL Tompkins to include a clearer picture that our pooling request would be positive to his royalty owner and by not pooling, he was potentially hurting his royalty owner, hoping to appeal to his fiduciary responsibility to his trust beneficiaries. We will see how this works before we call Donna and the big guns!

No action needed on your part at this point.

From: Bill Osborn
Sent: Thursday, September 09, 2010 9:31 AM
To: Bill Rex
Subject: FW: STS Leases

See below.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Thursday, September 09, 2010 9:06 AM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: STS Leases

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of

HUNT002879

each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002880

From: [Bill Rex](#)
To: [Ernie Easley](#)
Cc: [Larry Guzick](#); [Bill Osborn](#)
Subject: RE: Lease Amendment
Date: Wednesday, September 08, 2010 12:56:54 PM

Ernie, we are preparing two responses---one for internal CONFIDENTIAL info, and a second which can be sent back explaining the challenges and the positive benefits of our pooling proposal.

From: Ernie Easley
Sent: Wednesday, September 08, 2010 12:55 PM
To: 'Paschall.Tosch@jpmorgan.com'; Don Robillard; Bill Rex
Subject: Re: Lease Amendment

Paschall, appreciate the response. I think it would be beneficial if we could schedule a meeting for our land guys and Mr Tompkins next week as I think we could accomplish a lot in a short period. As your client owns all the minerals, our goal is to maximize recovery from the leasehold which benefits us both, and I think if we could explain some of the significant surface access challenges our modification requests will make more sense. Ernie

From: Paschall Tosch <Paschall.Tosch@jpmorgan.com>
To: Don Robillard
Cc: Ernie Easley; Donna German; Beth Lawrence <BETH.LAWRENCE@jpmorgan.com>
Sent: Wed Sep 08 11:25:19 2010
Subject: RE: Lease Amendment

I just spoke with H.L. Tompkins in our Oil & Gas trust group. It sounds like we have reached an impasse on a business point and neither side has been willing to offer up a compromise. Per my discussion with H.L. he is trying to protect the interest of his client by enforcing the pooling restriction provided in the lease agreement. I'm not close enough to the situation to offer up any solutions, but I am happy to try and help resolve the situation if I can better understand Hunt's position on the matter.

From: drobillard@huntoil.com
Sent: Wednesday, September 08, 2010 10:45 AM
To: Paschall Tosch
Cc: Ernie Easley; dgerman@huntoil.com
Subject: Fw: Lease Amendment

Paschall,
Can you help us out here? I am informed by our engineers that this is a new Trustee, but we are not having any luck getting him to respond.
Thanks
Don

From: Ernie Easley
To: Don Robillard
Sent: Wed Sep 08 10:33:10 2010
Subject: Fw: Lease Amendment

From: Bill Rex
To: Ernie Easley

HUNTO02881

Sent: Wed Sep 08 09:39:36 2010
Subject: FW: Lease Amendment

Here is his name and Osborn's email sent yesterday warning him that he was being forced to go over his head!

From: Bill Osborn
Sent: Wednesday, September 08, 2010 7:21 AM
To: Bill Rex
Subject: FW: Lease Amendment

Bill,

FYI

I have yet to hear from the Trustee at JP Morgan. Below is an email that I sent to him yesterday.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, September 07, 2010 3:01 PM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: Lease Amendment

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

HUNTO02882

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

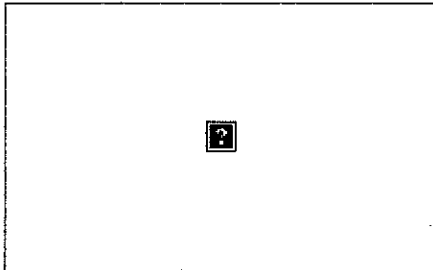
This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at <http://www.jpmorgan.com/pages/disclosures/email>.

HUNT002883

From: [Leverne Hearn](#)
To: [Larry Guzick](#); [Bill Osborn](#); [Bill Rex](#)
Cc: "melissa.f.montanez@jpmorgan.com"; [Cheryl Dunnahue](#); [Stephen Bradford](#)
Subject: South Texas Syndicate Trust - Delay Rental check covering 7.25.10 - 7.25.11 - McMullen County, TX
Date: Wednesday, July 21, 2010 9:13:12 AM
Attachments: [South Texas Syndicate Delay Rental Confirmation @ 2010-07-20 @ 10-37-14.pdf](#)
[image001.tif](#)

Larry, I just received confirmation from Melissa Montanez that the South Texas Syndicate Delay Rental Payment, in the amount \$211,235.88 was received at JPChase Morgan Bank.

Melissa, thanks so much for your assistance.



HUNT002884



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Track & Confirm

Search Results

Label/Receipt Number: **EM12 8455 058U S**
Guaranteed Delivery Date/Time: **July 20, 2010, 12:00 PM**
Class: **Express Mail®**
Status: **Delivered**

Track & Confirm

Enter Label/Receipt Number.

Your item was delivered at 9:17 AM on July 20, 2010 in FORT WORTH, TX 76101. The item was signed for by R BOLE.

[Go >](#)

Detailed Results:

- Delivered, July 20, 2010, 9:17 am, FORT WORTH, TX 76101
- Sorting Complete, July 20, 2010, 8:57 am, FORT WORTH, TX 76102
- Arrival at Post Office, July 20, 2010, 5:51 am, FORT WORTH, TX 76102
- Processed through Sort Facility, July 19, 2010, 11:40 pm, FORT WORTH, TX 76161
- Processed through Sort Facility, July 19, 2010, 5:40 pm, DALLAS, TX 75260
- Processed through Sort Facility, July 19, 2010, 5:22 pm, DALLAS, TX 75201
- Acceptance, July 19, 2010, 3:15 pm, DALLAS, TX 75201

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

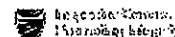
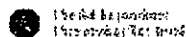
Proof of Delivery

Verify who signed for your item by email, fax, or mail. [Go >](#)

[Site Map](#) [Customer Service](#) [Forms](#) [Govt Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

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No FEAR Act EEO Data FOIA



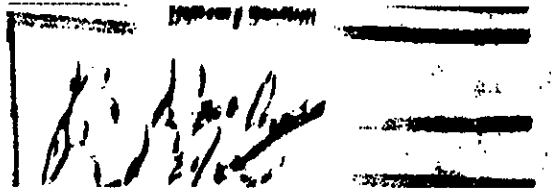


Date: 07/20/2010

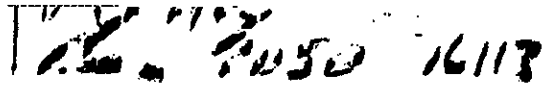
Cheryl Dunnahue:

The following is in response to your 07/20/2010 request for delivery information on your Express Mail(R) item number EM12 8455 058U S. The delivery record shows that this item was delivered on 07/20/2010 at 09:17 AM in FORT WORTH, TX 76101 to R BOLE. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

HUNT002886

Customer Copy
Label 11-F, April 2004



Post Office to Addressee

ORIGIN (POSTAL SERVICE USE ONLY)		DELIVERY (POSTAL USE ONLY)	
PO ZIP Code 75201	Day of Delivery <input checked="" type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Delivery Attempt Time	Employee Signature
Date Accepted 7/19/10	Scheduled date of Delivery 7/20/10	Delivery Attempt Time	Employee Signature
Time Accepted 3:15 PM	Month July	Delivery Date Time	Employee Signature
Flat Rate <input type="checkbox"/> <input checked="" type="checkbox"/> Priority Mail	Scheduled Time of Delivery 7:00 AM	Delivery Date Time	Employee Signature
Postage \$18.30	Registered Mail Fee \$0.00	Delivery Date Time	Employee Signature
Signature Required Fee \$0.00	Insurance Fee \$0.00	Delivery Date Time	Employee Signature
Total Postage and Fees \$18.30	Acceptance Fee \$0.00	Delivery Date Time	Employee Signature

FROM: HUNT OIL COMPANY
1900 NORTH AKARD ST.
DALLAS, TX 75201

TO: HUNT OIL COMPANY
1900 NORTH AKARD ST.
DALLAS, TX 75201

PHONES 214-978-8739

DATE: JUL 19 2010
DALLAS, TX
USPS

HUNT OIL COMPANY
1900 NORTH AKARD ST.
DALLAS, TX 75201

HL#086573/00

Dallas Downtown Station
DALLAS, Texas
752019998
4822710201-0098
07/19/2010 (800)275-8777 03:18:15 PM

Sales Receipt		
Product Description	Sale Unit Qty Price	Final Price
FORT WORTH TX 76113		\$18.30
Zone-1 Express Mail		
PO-Add Flat Rate		
3.20 oz.		
Label #:EM128455058US		
Tue 07/20/10 12:00 PM -		
Guaranteed Delivery		
Signature Requested		
Customer Postage		-\$17.50
Issue PVI:		\$0.80
Total:		\$0.80

Paid by:
Debit Card \$0.80
Account #: XXXXXXXXXXXX4019
Approval #: 175353
Transaction #: 107
23803020295
Receipt#: 002305

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Bill#:1000200308392
Clerk:02

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HELP US SERVE YOU BETTER

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POSTAL EXPERIENCE

HUNT002887



LEASE NO: HL086573 - 00

IN PAYMENT OF DELAY RENTAL
RECORDED IN VOLUME 459
RECORDS OF LA SALLE

DUE FROM 07/25/2010 TO 07/25/2010 PER TERMS OF LEASE
PAGE 53 FILE 78911
COUNTY/PARISH TEXAS

FOR DEPOSIT TO THE CREDIT OF:	PAYMENT AMOUNT	BANK CHARGE
<p>SOUTH TEXAS SYNDICATE TRUST JPMORGAN CHASE BANK NA TRUSTEE P O BOX 2605 FT WORTH, TX 76113</p> <p>DELAY RENTAL COVERING THE PERIOD OF 7/25/10 - 7/25/11 - (STS 1319 #1H WELL) 4,224.7175 x \$50/AC = \$211,235.88</p> <p>EM128455058US</p>	<p>211,235.88</p>	<p>0.00</p>

PAYEE HEREOF PLEASE MAKE DEPOSIT OF ORIGINAL CHECK AS LISTED ABOVE AND RETURN WHITE COPY TO ABOVE PAYOR, AND RETAIN YELLOW COPY OR SEND TO LESSOR.

RECEIVED _____ BANK
BY _____ CASHIER DATE _____

Controlled Disbursement
Bank of America, N.A.
Atlanta, DeKalb County, Georgia



RENTAL CHECK 64-1278/611

LEASE NO: HL086573 - 00

DALLAS, TX 75201

BEING PAYMENT OF
RENTAL PER TERMS OF LEASE
DESCRIBED ON VOUCHER

CHECK NO: 0007060048

DATE: 07/19/2010

TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS
AND EIGHTY EIGHT CENTS

\$211,235.88

PAY TO THE ORDER OF:

0007060048

HUNT OIL COMPANY

**SOUTH TEXAS SYNDICATE TRUST
JPMORGAN CHASE BANK NA TRUSTEE
P O BOX 2605
FT WORTH, TX 76113**

COPY NON-NEGOTIABLE

11368-1

COPY OF ORIGINAL RENTAL CHECK DEPOSITED
BY HUNT OIL COMPANY WITH PAYEE SHOWN



HUNT002888

From: [Melissa F Montanez](#)
To: [Leverne Hearn](#)
Cc: [Bill Rex](#); [Larry Guzick](#); [Bill Osborn](#); [H.L. Tompkins](#)
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Wednesday, July 21, 2010 10:43:03 AM
Attachments: [Ltr to JPMorgan, So. Tx Syndicate Rental Ck @ 2010-07-21 @ 11-09-32.pdf](#)
[image001.gif](#)

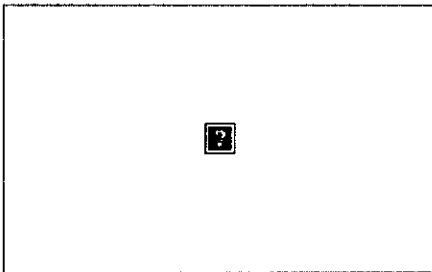
H.L. Tompkins is the Property Manager for South Texas Syndicate. I have copied him on this email. Thank you.

From: Leverne Hearn [mailto:LHearn@huntoil.com]
Sent: Wednesday, July 21, 2010 10:21 AM
To: Melissa F Montanez
Cc: Bill Rex; Larry Guzick; Bill Osborn
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

Thanks in advance.



This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at <http://www.jpmorgan.com/pages/disclosures/email>.

HUNT002889



July 21, 2010

HUNT OIL COMPANY
1900 North Akard Street
Dallas, Texas 75201-2300
214-978-8000
Fax: 214-978-8888

South Texas Syndicate Trust
JPMorgan Chase Bank NA, Trustee
P. O. Box 2605
Ft. Worth, TX 76113

Attention: Melissa F. Montanez

Re: HL086573-00 – Delay Rental Payment
STS 1391 #1H Well
North Hawkville Prospect
McMullen/LaSalle Cos., Texas

Dear Ms. Montanez:

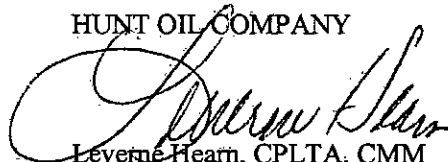
Pursuant to our conversation of today, you informed me that you received the delay rental payment to South Texas Syndicate Trust, JPMorgan Chase, Trustee. We are spudding the above captioned well and wanted to make certain that payment was received in a timely manner, prior to July 25, 2010.

Please sign below acknowledging receipt of said delay rental payment. I ask that you scan and return to me via email as soon as possible.

Thanks in advance for your assistance.

Yours truly,

HUNT OIL COMPANY



Leverne Hearn, CPLTA, CMM
Sr. Land/Contract Analyst

Attch

SIGNED ON BEHALF OF SOUTH TEXAS SYNDICATE TRUST
JPMorgan Chase Bank NA, Trustee

Melissa Montanez

Date

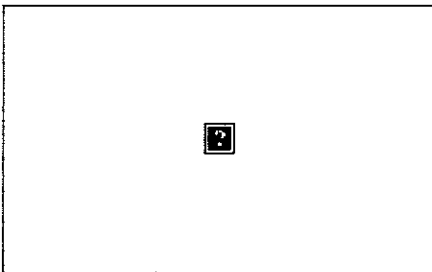
HUNTO02890

From: [Leverne Hearn](#)
To: "melissa.f.montanez@jpmorgan.com"
Cc: [Bill Rex](#); [Larry Guzick](#); [Bill Osborn](#)
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Wednesday, July 21, 2010 10:20:44 AM
Attachments: [Ltr to JPMorgan, So. Tx Syndicate Rental Ck @ 2010-07-21 @ 11-09-32.pdf](#)
[image001.gif](#)
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

Thanks in advance.



HUNT002891



July 21, 2010

HUNT OIL COMPANY
1900 North Akard Street
Dallas, Texas 75201-2300
214-978-8000
Fax: 214-978-8888

South Texas Syndicate Trust
JPMorgan Chase Bank NA, Trustee
P. O. Box 2605
Ft. Worth, TX 76113

Attention: Melissa F. Montanez

Re: HL086573-00 – Delay Rental Payment
STS 1391 #1H Well
North Hawkville Prospect
McMullen/LaSalle Cos., Texas

Dear Ms. Montanez:

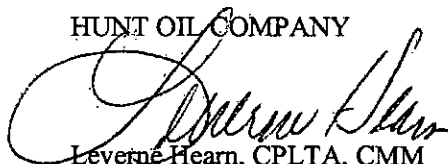
Pursuant to our conversation of today, you informed me that you received the delay rental payment to South Texas Syndicate Trust, JPMorgan Chase, Trustee. We are spudding the above captioned well and wanted to make certain that payment was received in a timely manner, prior to July 25, 2010.

Please sign below acknowledging receipt of said delay rental payment. I ask that you scan and return to me via email as soon as possible.

Thanks in advance for your assistance.

Yours truly,

HUNT OIL COMPANY



Levene Hearn, CPLTA, CMM
Sr. Land/Contract Analyst

Attch

SIGNED ON BEHALF OF SOUTH TEXAS SYNDICATE TRUST
JPMorgan Chase Bank NA, Trustee

Melissa Montanez

Date

HUNT002892

From: [Bill Osborn](#)
To: ["h.l.tompkins@jpmorgan.com"](mailto:h.l.tompkins@jpmorgan.com)
Cc: [Larry Guzick](#)
Subject: Hunt Oil Company Documents
Date: Friday, April 23, 2010 1:20:40 PM
Attachments: [JPMorganLetter.doc](#)
[consent to assign.doc](#)
[Amendment to STS Lease No T-ST5-002-00 Oil and Gas Lease from South Texas.DOC](#)
[certification of trust.DOC](#)

Mr. Tompkins,

Per our conversation two weeks ago I mentioned to you that we would be sending you some documents for your review. Attached you will find the following:

1. Cover letter
2. Notice of Assignment and Consent to Assign
3. Amendment to Oil and Gas Lease
4. Certification of Trust

Myself and Larry Guzick, Regional Land Manager, would like to speak with you on the afternoon of Wednesday, April 28th to discuss these documents in detail. Please advise us if that will be convenient for you.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002893



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX. 77002

Dear Mr. Tompkins:

Enclosed you will find a series of documents pertaining to a certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX.

We have received a title opinion and reviewed the terms of the Lease and have determined that there are some items that need to be addressed. Enclosed you will find the following:

1. Notice of Assignment and Consent to Assign
2. Amendment to the Oil and Gas Lease
3. Certification of Trust

Please review the enclosed documents and contact us at your earliest convenience with any questions or concerns that you may have. Should everything meet your satisfaction please sign the documents where indicated and send them to me at my attention at the above address.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn
U.S. Onshore/Land and Negotiations
Hunt Oil Company
(214) 978-8835 office

HUNT002894



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

April __, 2010

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

I am writing to provide you notice of and request your consent to assignment of that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas (the "Lease"). Pursuant to an assignment dated October 1, 2009, Broad Oak Energy, Inc. ("BOE") assigned all of its interest in all of the lands covered by the Lease save and except a tract of land covering approximately 173.47 acres (the "Assignment"). On [_____], but effective as of October 1, 2009, BOE executed an amendment to its prior assignment which amended the assignment in order to assign all of BOE's interest in all of the lands covered by the Lease (the "Amended Assignment"). The Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%), Keystone O&G, TX, L.P. (9.375%), LMBI O&G, TX, L.P. (9.375%), SRBI O&G TX, L.P. (9.375%) and Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, the Amended Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%), BMT O&G TX, L.P. (12.5%), CMB O&G TX, L.P. (2.34375%), TRB O&G, TX, L.P. (2.34375%), ACB O&G TX, L.P. (2.34375%), MLB O&G TX, L.P. (2.34375%), ARBGT (LMB) O&G TX, L.P. (9.375%), ARBGT (SRB) O&G TX, L.P. (9.375%) and EPB Eagleford TX, L.P. (9.375%)**.

Pursuant to Article 6(b) of the Lease, HOC, on behalf of itself and the other assignees under the Assignment and the Amended Assignment, requests your approval of the Assignment as well as the Amended Assignment. If you are in agreement with both the Assignment and the Amended Assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

HUNT002895

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,

Larry Guzick
Landman

The assignment described above is approved this ____ day of _____, 2010.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee

HUNT002896

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. A new Section shall be added to the Lease, as follows:

"Pooling for Horizontal Wells: Notwithstanding anything to the contrary herein, and in addition to, but not in substitution for, the Lessee's rights under any other provision of this lease or applicable law, Lessee shall have the right to form pooled units for the drilling of a Horizontal Drainhole Well as set forth in this paragraph. For the purpose of this provision, "Horizontal Drainhole", "Horizontal Drainhole Well", and "Horizontal Drainhole Displacement" shall be defined in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The size of the pooled unit for a Horizontal Drainhole Well in which the leased premises is pooled may include, but shall not exceed, the unit size and diagonals as set forth in the following formula; provided that if larger amounts of acreage are permitted or prescribed to be assigned to such well by the rules and regulations of the Railroad Commission of Texas, then such pooled units may include such larger amounts of acreage so permitted or prescribed:

$$A = (L) \times (0.11488) \text{ acres} + 160 \text{ acres}$$
$$\text{Maximum Diagonal} = (475.933 \text{ feet}) \times (\text{square root of } A)$$

Where A is unit acreage size and L is the length of the Horizontal Drainhole Displacement in feet.

Pooling shall be on a surface acreage basis which means that the production on which Lessor's royalty is calculated shall be that pro rata portion of total unit production which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit.

In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included

therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, Lessee shall have the recurring right not the obligation to revise any unit formed for Horizontal Drainhole Wells by expansion or contraction or both, include or exclude specific leases or tracts as well or redefine the vertical limits of the productive zone. If such unit is filed and amended, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for Horizontal Drainhole Wells under this paragraph or any revision thereof shall be the date set forth as the effective date by Lessee in the written declaration that is filed of record for such unit or revision thereof.”

2. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

“(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

3. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

4. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

CERTIFICATION OF TRUST

Date: _____, 2010, to be effective as to each of the portions of the Property (Leased Premises), as of the date(s) of the various oil and gas leases and other documents (Leases) pertaining to such Property, as described and defined below and on Exhibit "A" hereto.

Trust: South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate
(herein, as currently amended and in effect, called the "Trust")

Trustee: JPMorgan Chase Bank, N.A., Trustee, as successor Trustee to:
John T. Pearson, Trustee (of the South Texas Syndicate), as grantee and as described in and pursuant to that certain Deed, dated October 17, 1940, recorded in Volume R-3, Page 581, et seq., Deed Records La Salle County, Texas, from John T. Pearson, Independent Executor of the Estate of A. Mcc. (sic) Washburn.

Trustee's Mailing Address:

P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265

Settlor: A. Mcc. (sic) Washburn, deceased, pursuant to testamentary devise under his will, and the 1940 Deed described above.

Property (Leased Premises):

All (100%) of the oil, gas and other mineral ownership (herein "Mineral Ownership") in the lands, located in La Salle and McMullen Counties, Texas, described in and covered by those certain Oil and Gas Leases, memoranda of such Leases, and/or in amendments and/or corrections of any of them, and in other documents pertaining thereto; all as described on Exhibit "A" attached hereto and incorporated herein by this reference, including the description of such lands in any of such documents by reference to other documents. (Such Oil and Gas Leases, and the other documents described above are herein collectively called the "Leases," and the lands constituting the Property, which are described in and covered by the Leases, are herein collectively called the "Leased Premises.")

Original Lessee(s) under the Leases: See Exhibit "A" hereto.

Current Assignee(s) and Leasehold Owner(s) of the Leases:

Hunt Oil Company

BMT O&G TX, L.P.

CMB O&G TX., L.P.

TRB O&G TX, L.P.

ACB O&G TX, L.P.

MLB O&G TX, L.P.

ARBGT (LMB) O&G TX, L.P.

ARBGT (SRB) O&G TX, L.P.

EPB Eagleford TX, L.P.

Recitals:

WHEREAS, the "South Texas Syndicate" as described (and being the grantee trust) in the 1940 Deed above, is a trust estate, and is one and the same as the other names listed above by which the Trust has been designated, including as Lessor in and under the Leases, memoranda (of the Leases), amendments and corrections of any of them, and other documents pertaining thereto, which are described on Exhibit "A" hereto; and

WHEREAS, the Mineral Ownership in the Leased Premises has been, and continues to be, held in the Trust and owned by the particular designated and then-current Trustee of the Trust, for the benefit of the Trust and its beneficiaries, since the date of the original 1940 Deed above, and has been leased by the Trust to the Original Lessee(s) pursuant to the Leases described on Exhibit "A;" and

WHEREAS, JPMorgan Chase Bank, N.A., is the successor Trustee for the Trust as described above, and has continued to be and act in such capacity, at all times since at least the effective date and date of execution and delivery (whichever is earlier) of each of the respective Leases listed and described on Exhibit "A";

NOW THEREFORE, by its signature below, the Trustee confirms the recitals and other statements herein, and the additional certifications set forth below, upon which both the Original Lessees, and also the current Assignees and Leasehold Owners listed above, are relying in connection with their various dealings with the Trustee and the Trust concerning (and specifically including) the Leases and the Leased Premises, and any agreements, transactions, and matters between and among them pertaining thereto.

Certifications:

1. Trustee is a [and the sole] [**Instruction: delete bracketed statement if not correct**] currently acting trustee of the Trust, which Trust was created or established under or

pursuant to an instrument, executed and originally effective on _____,
and amended by that/those certain amendment(s) executed and effective on _____
_____ ; and the Trust, as currently amended, exists.

2. The Trust powers include, and have at all relevant times included, at least all those trust powers granted a trustee by subchapter A, chapter 113, of the Texas Property Code (and/or the Texas Trust Code as re-codified therein), and without limitation, include the power to execute the Leases, amendments, memoranda, and other documents described on Exhibit "A" hereto, and any other agreements, documents or instruments that may be executed or entered into in the future by the Trustee in such capacity on behalf of the Trust, concerning the Leases, and the Mineral Ownership, and/or the Leased Premises, and any dealings, transactions or matters pertaining thereto, and also to the Current Assignees as leasehold owners of the Leases and Leased Premises.

3. The Trust is irrevocable.

OR (Instruction: CHOOSE ONE AND LINE THROUGH THE OTHER)

The Trust is revocable, and the power to revoke the Trust is held by:

(NAME) _____.

4. Under the terms of the Trust, currently and at all times previously since its creation, all [**OR designate a number:** _____] of the currently acting trustees at any relevant time are required to sign documents in order to exercise the powers of the trustees.

5. Title to the Trust assets, including the Leased Premises, is held, and documents concerning and on behalf of the Trust and such Trust assets should be executed, in the following manner:

JPMorgan Chase Bank, N.A., Trustee,
of (and/or for, and/or on behalf of)
the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate),

Or

the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate);
by JPMorgan Chase Bank, N.A., Trustee

6. The Trust has not been revoked or modified or amended in any manner that would cause the statements, representations, recitals, and certifications contained in this Certification to be incorrect.

7. Attached hereto and incorporated herein as Exhibit "B" (with additional pages attached to such Exhibit) are true and correct copies of excerpts from the Trust Instrument and/or any pertinent amendments thereto, which include and consist of all the pertinent provisions or terms in such instrument and/or any amendments thereof, which are currently in effect, and which:

(1) designate or appoint the Trustee as the acting trustee of the Trust both currently and for the relevant time periods specified herein in connection with the Leases and the Leased Premises, and

(2) confer on the Trustee the power, and/or grant the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and to perform the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

This Certification of Trust may be executed in multiple originals, each of which shall be considered a duplicate original.

Trustee:

JPMorgan Chase Bank, N.A.

By: _____, Vice President,
as Trustee of the South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Vice President of **JPMorgan Chase Bank, N.A.**, a national banking association, **Trustee for the South Texas Syndicate Trust, a/k/a South Texas Syndicate, a liquidating Trust, a/k/a South Texas Syndicate, a trust estate**, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association, in its capacity as Trustee for the above-named Trust.

Notary Public

EXHIBIT "A"

**To Certification of Trust
(Property, Leased Premises, and Leases,
La Salle and McMullen Counties, Texas)**

The "Leases" include collectively, the following oil and gas leases, memoranda of leases, and/or amendments or corrections to any of such documents, and any other documents pertaining to such documents, as may be described hereinbelow and defined in the Certification of Trust;

And the Leased Premises include collectively, the Mineral Ownership for the lands described below, and as covered by and described further in the Leases, and/or described by reference to other documents in the Leases.

1. Oil and Gas Lease (# T-ST-002-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 53, Deed Records, La Salle County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 4,224.7175 acres, more or less, located in La Salle County, Texas, consisting of 8 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 8.)

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 507, Deed Records, La Salle County, Texas.

2. Oil and Gas Lease (# T-ST-004-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated February 26, 2007, executed by the Lessor and Lessee, is recorded in Vol. 461, Page 525, Deed Records, La Salle County, Texas, and in Vol. 451, Page 136, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 2,371.205 acres, more or less, located in La Salle and McMullen Counties, Texas, consisting of 9 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 9), the first 6 of which (1,380.555 acres total) are located in McMullen County, and the last 3 of which (990.65 acres total) are located in La Salle County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described February 26, 2007 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the February 26, 2007 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 503, Deed Records, La Salle County, Texas, and in Vol. 470, Page 362, Deed Records, McMullen County, Texas.

3. Oil and Gas Lease (# T-ST-001-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 55, Deed Records, La Salle County, Texas, and in Vol. 448, Page 148, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 3,094.0770 acres, more or less, located in La Salle and/or McMullen Counties, Texas (as the case may be therein), consisting of 13 numbered tracts described in the Lease (i.e., Tract Nos. 1

through 13), the first (No. 1) of which (260 acres) is located in La Salle and McMullen Counties, the second (No. 2) of which (4.05 acres) is located in La Salle County, and the last 11 of which are located in McMullen County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 505, Deed Records, La Salle County, Texas, and in Vol. 470, Page 358, Deed Records, McMullen County, Texas.

4. Oil and Gas Lease (# T-ST5-003-00)

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Texas Lone Star Petroleum Corporation (later amended to be owned by Broad Oak Energy, Inc.)

Date: March 15, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, effective March 16, 2006, expressly dated March 24, 2004 (but acknowledged March 24, 2006, and see Correction document below), (this counterpart) executed by the Lessor (with a signature line for – but not executed by – Lessee, see Correction document below), is recorded in Vol. 444, Page 449, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of Property

(Leased Premises): 676.745 acres, more or less, (amended later to 683.48 acres, more or less – see Correction document below), located in McMullen County, Texas;

limited in depth from the surface of the earth down to 11,500 feet below the surface of the earth, in and under the above described Property

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease, dated November 6, 2006, effective March 15, 2006, recorded in Vol. 451, Page 297, Deed Records, McMullen County, Texas, executed by Lessor, and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease),

correcting typographical error in date of Memorandum above to confirm Lease is dated March 15, 2006, and also amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including an amendment of the lands covered in the Lease, and substituting a new description for the Leased Premises in the Lease, as revised in total 683.48 acres, more or less.

Second Amendment of Oil and Gas Lease, dated August 7, 2007, effective March 15, 2006 (amending Section 5 (c) for a typographical error in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Third Amendment of Oil and Gas Lease, dated March 5, 2008, effective February 4, 2008 (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Fourth Amendment of Oil and Gas Lease, dated July 16, 2009, (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including the primary term in Paragraph 2, and Paragraph 4 regarding delay rentals, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the date of the primary term in such March 15, 2006, Lease, and revising the description of the primary term as stated in the prior Memorandum, and referencing generally other prior amendments of the Lease), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease), recorded in Vol. 470, Page 360, Deed Records, McMullen County, Texas.

EXHIBIT "B"

To Certification of Trust

**[Excerpts from Trust Documents and/or Amendments -
Re: Designation of Trustee and Trustee Powers]**

(See attached excerpts from the Trust Instrument and/or amendments thereto, consisting of _____ pages, designating the Trustee, and conferring on the Trustee the power, and/or granting the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and performance of the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

(INSTRUCTION: Attach Trust excerpts to the Certification following this page.)

From: Bill Osborn
To: "h.l.tompkins@jpmorgan.com"
Subject: Extension of Bonus Payment
Date: Tuesday, June 15, 2010 8:53:41 AM
Attachments: 2010_06_14 Letter to JPMorgan (H.L.Tompkins) requesting extension of Lease delay rental under STS L (3).DOC
2010_06_14 Waiver and Amendment to Oil and Gas Lease under STS Lease No T-ST5-002-00 (4).DOC

Mr. Tompkins,

Attached is a cover letter and a document to execute that would extend Hunt Oil Company's due date to pay the rentals on a certain Oil and Gas Lease containing 4,224.7175.

Please review the attached documents at your earliest convenience and let me know your thoughts. I will fed ex a copy of each to your office as well.

Thank you for your attention to this matter.

Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002917



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

June 15, 2010

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX 77002

Re: Delay Rental Payment due on July 25, 2010 under that certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in La Salle County, TX, as amended by that certain Amendment of Oil and Gas Lease dated and effective July 16, 2009 (collectively, the "Lease")

Dear Mr. Tompkins:

Enclosed you will find a waiver and amendment document pertaining to the July 25, 2010 delay rental payment due under the Lease.

Per the assignment dated October 1, 2009, Broad Oak Energy assigned all its interests in the Lease to Hunt Oil Company, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee"). Lessee has the intention of drilling its first well (the "STS No. 1 Well") on the Lease in the near future. The location of the STS No. 1 Well is staked in the S. Hummel Survey 42; Abstract 1391.

Pursuant to the terms of the Lease, Lessee must deliver to Lessor, on or before July 25 of each year, an annual delay rental payment of \$100.00 per acre for the number of acres then covered by the Lease. If the Lessee commences drilling operations before July 25 of any given year, the next succeeding delay rental payment will be reduced to \$50.00 per acre for the number of acres then covered by the Lease. Further, Lessee is relieved of the burden of making delay rental payments for, among other things, any lands that (i) may be ascribed to producing oil and gas wells, or (ii) may be ascribed to wells which the Lessee has commenced.

Waiver and Amendment Request
June 15, 2010

As you are aware the surface owners of the leased premises do not own a mineral interest in the acres covered by the Lease. We have been working diligently with the surface owners to obtain written surface use agreements and to reach mutually agreeable terms to conduct operations on the property. We have had success negotiating these terms, but it has been a much more time consuming process than anticipated.

In consideration of our accelerated plan to drill the STS No. 1 Well, we request that the Lessor grant us a one-time waiver and amendment of the Lease to allow for an extension for an additional thirty (30) days of the due date of the July 25, 2010 delay rental payment.

We are proposing that should we not commence drilling operations on or before August 25, 2010, we would be obligated to make the full payment of \$100.00 per acre for the number of acres then covered by the Lease by August 25, 2010. However, should we commence drilling operations on or before August 25, 2010, we would be obligated to pay \$50.00 per net mineral acre only for those lands covered by the Lease but not ascribed to the aforementioned well or subject to another exception under the Lease. This waiver and amendment request is only binding upon Lessor and Lessee for the delay rental payment originally due on July 25, 2010, and shall have no effect on future delay rental payments, if any, which shall be due when and as stated in the Lease.

We at Hunt Oil Company very much appreciate your good faith consideration of this matter. Our goal is to develop the leased premises in a timely and efficient manner with positive results for all of those involved. Furthermore, our goal is to foster a productive working relationship with the Lessor and the surface owners of the leased premises.

Thank you in advance for your consideration of and attention to this matter.

Best Regards,

Bill Osborn
U.S. Onshore/Land and Negotiations
Hunt Oil Company
(214) 978-8835 office
bosborn@huntoil.com

WAIVER AND AMENDMENT TO OIL AND GAS LEASE

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to waive compliance with the delay rental payment provision and extend the due date for payment of the July 25, 2010 delay rental payment under the Lease (the "Delay Rental Payment"), in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby waive compliance with and extend the due date of the Delay Rental Payment as follows:

Whereby the annual delay rental due date, by terms of the Oil and Gas lease, is the anniversary of the lease date, July 25, 2006. Lessor and Lessee agree that for the Delay Rental Payment, compliance with the terms of the Lease is hereby waived by Lessor and the due date of the Delay Rental Payment is hereby amended to be August 25, 2010.

The following sentence shall be added after the third sentence of Paragraph 4 of the Lease:

"Anything to the contrary herein notwithstanding, Lessee shall have until August 25, 2010 to commence a well, and in any event, rentals for the anniversary date of this Lease falling within the calendar year 2010 shall be due by August 25, 2010."

The fourth and fifth sentences of Paragraph 4 of the Lease are hereby deleted in their entirety and the following are substituted therefore:

"Anything to the contrary herein notwithstanding, following the second anniversary date of this Lease, if Lessee commences a well pursuant to the terms hereof on the leased premises within the twelve (12) month period preceding a rental payment date or prior to August 25, 2010 for the anniversary date of this Lease falling within the calendar year 2010, the sum payable hereunder for the ensuing rental payment shall be reduced to FIFTY DOLLARS (\$50.00) per acre for the number of acres then covered by this lease and not previously surrendered. If Lessee does not commence a well within the twelve (12) months preceding a rental payment date or prior to August 25, 2010 for the calendar year 2010, rental shall remain at ONE HUNDRED DOLLARS (\$100.00) per net mineral acre for the ensuing rental."

The last sentence of Paragraph 4(b) of the Lease is hereby deleted in its entirety and the following is substituted therefore:

“Should Lessee fail to make payment of rentals as to said lands not excepted from such payment, this lease shall terminate on the anniversary date of this Lease or for the anniversary date of this Lease falling within the calendar year 2010, on August 26, 2010 as to the acreage covered hereby upon which such rentals should have been paid, and Lessee shall promptly execute and file for record in the applicable County a release of all acreage as to which this lease so terminates.”

Lessor acknowledges that the Lease, as amended, is valid and in full force and effect, and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor’s interest in and to the above-described lands upon the same terms, conditions and provisions as are contained in said Lease as amended hereby.

Dated and made effective as of the _____ day of _____, 2010

LESSOR

**SOUTH TEXAS SYNDICATE, a liquidating Trust
By JPMORGAN CHASE BANK, N.A., TRUSTEE**

By _____

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

STATE OF TEXAS

§

§

COUNTY OF _____

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named _____ who acknowledged that he is _____ of _____ and that for and on behalf of and as the act and deed of said _____, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attached to and made a part of that certain WAIVER AND AMENDMENT TO OIL AND GAS LEASE by and between South Texas Syndicate Trust and Hunt Oil Company, et al. dated effective June __, 2010.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

From: [Larry Guzick](#)
To: ["h.j.tompkins@ipmorgan.com"](mailto:h.j.tompkins@ipmorgan.com)
Cc: [Bill Osborn](#)
Subject: STS Lease, STS Well No. 1
Date: Tuesday, July 13, 2010 10:03:46 AM
Attachments: [Larry Guzick.vcf](#)

Mr. Tompkins,

I know you have been in correspondence with Bill Osborn in our office concerning a lease amendment as to unit size. The new Hawkville Filed Rules provide for 320 acre units for gas wells, plus an allowance for larger units based on lateral length. We need to make a rental payment by July 25'th and do not want to wait until the last minute. The current lease provides for a 160 ac. unit, or larger if the RRC prescribes it. We feel 320's are prescribed in the new order but as a precautionary measure, would very much appreciate your signing Bill's amendment to assure you are in agreement with us. We would appreciate your immediate attention to this matter. Our well is spudding this week and the rental payment due date is quickly approaching. Please call Bill at 214-978-8835 or me at 214-978-8563. Also please feel free to e-mail either one of us. Thank you for your immediate attention to this matter.

Larry Guzick
Hunt Oil Company
Regional Land Manager
214-978-8563

HUNT002929

From: [H.L. Tompkins](#)
To: [Bill Osborn](#)
Subject: RE: Sorry
Date: Tuesday, August 10, 2010 3:53:45 PM
Attachments: [image001.png](#)

Bill:

This CA is far reaching and contrary to Paragraph 10 of the lease.

Please forward the"full information covering all of the Lessee's operations on the leased premises....."

Thanks

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Tuesday, August 10, 2010 9:21 AM
To: H L Tompkins
Subject: Sorry

<<H.L.TompkinsCA.doc>>

Here is the Confidentiality Agreement

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002930

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HUNT002931

From: Bill Osborn
To: "h.l.tompkins@jpmorgan.com"; "H.L.Tompkins"
Subject: Please Call
Date: Thursday, August 26, 2010 12:37:40 PM

H.L.,

If you could please give me a call late this afternoon around 3 or 3:30 I would appreciate it. If not please call after lunch tomorrow if you can.

I had the drilling reports sent to you today for the STS A - #1391 well. I am going to get to you the lease amendments hopefully by tomorrow.

Thanks,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

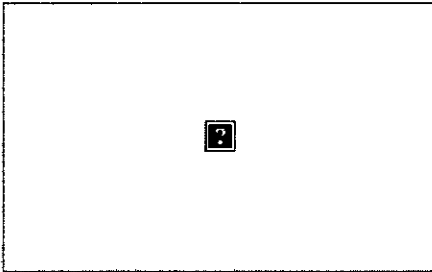
(214) 978-8835 office

HUNT002932

From: [Leverne Hearn](#)
To: [Larry Guzick](#); [Bill Osborn](#); [Bill Rex](#)
Cc: "melissa.f.montanez@jpmorgan.com"; [Cheryl Dunnahue](#); [Stephen Bradford](#)
Subject: South Texas Syndicate Trust - Delay Rental check covering 7.25.10 - 7.25.11 - McMullen County, TX
Date: Wednesday, July 21, 2010 9:13:12 AM
Attachments: [South Texas Syndicate Delay Rental Confirmation @ 2010-07-20 @ 10-37-14.pdf](#)
[image001.gif](#)

Larry, I just received confirmation from Melissa Montanez that the South Texas Syndicate Delay Rental Payment, in the amount \$211,235.88 was received at JPChase Morgan Bank.

Melissa, thanks so much for your assistance.



HUNT002933



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Track & Confirm

Search Results

Label/Receipt Number: **EM12 8455 058U S**
Guaranteed Delivery Date/Time: **July 20, 2010, 12:00 PM**
Class: **Express Mail®**
Status: **Delivered**

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 9:17 AM on July 20, 2010 in FORT WORTH, TX 76101. The item was signed for by R BOLE.

Detailed Results:

- **Delivered, July 20, 2010, 9:17 am, FORT WORTH, TX 76101**
- **Sorting Complete, July 20, 2010, 8:57 am, FORT WORTH, TX 76102**
- **Arrival at Post Office, July 20, 2010, 5:51 am, FORT WORTH, TX 76102**
- **Processed through Sort Facility, July 19, 2010, 11:40 pm, FORT WORTH, TX 76161**
- **Processed through Sort Facility, July 19, 2010, 5:40 pm, DALLAS, TX 75260**
- **Processed through Sort Facility, July 19, 2010, 5:22 pm, DALLAS, TX 75201**
- **Acceptance, July 19, 2010, 3:15 pm, DALLAS, TX 75201**

Notification Options

Track & Confirm by email

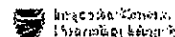
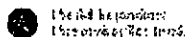
Get current event information or updates for your item sent to you or others by email. [Go >](#)

Proof of Delivery

Verify who signed for your item by email, fax, or mail. [Go >](#)

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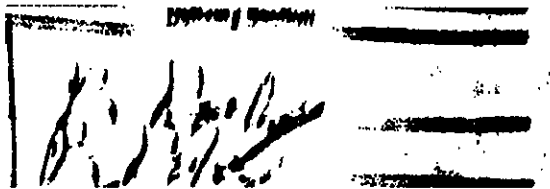


Date: 07/20/2010

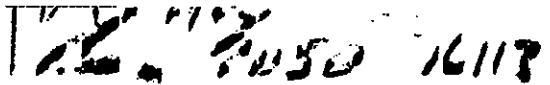
Cheryl Dunnahue:

The following is in response to your 07/20/2010 request for delivery information on your Express Mail(R) item number EM12 8455 058U S. The delivery record shows that this item was delivered on 07/20/2010 at 09:17 AM in FORT WORTH, TX 76101 to R BOLE. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

HUNT002935

Customer Copy
Label 11-F, April 2004



Post Office to Addressee



ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code: 75201
 Date Accepted: 7/19/10
 Ms. Day: 3/15
 Time Accepted: AM
 Full Rate: (Flat Rate)

DELIVERY (POSTAL SERVICE USE ONLY)

Day of Delivery: 1st 2nd 3rd
 Scheduled time of Delivery: 7:30
 Month: 7
 Schedule Time of Delivery: 7:30
 Military: (Flat Rate)
 (Flat Rate) (Flat Rate)
 (Flat Rate) (Flat Rate)

Postage: \$18.30
 Retail Receipt Fee: \$0.00
 Insurance Fee: \$0.00
 Total Package & Fees: \$18.30
 Accession #/Initials: CC

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt: AM PM
 Ms. Day: AM PM
 Delivery attempt: AM PM
 Ms. Day: AM PM
 Delivery date: AM PM
 Ms. Day: AM PM

Employee Signature: _____
 Employee Signature: _____
 Employee Signature: _____

FROM: HUNT OIL COMPANY
 1900 NORTH AKARD ST.
 DALLAS, TX 75201

PHONES: 214-978-8739
 HUNT OIL COMPANY
 1900 NORTH AKARD ST.
 DALLAS, TX 75201

PHONES: 990-7060048
 HL#086573/00

Dallas Downtown Station
 DALLAS, Texas
 752019998
 4822710201-0098
 07/19/2010 (800)275-8777 03:18:15 PM

Sales Receipt		
Product Description	Sale Unit Qty Price	Final Price
FORT WORTH TX 76113		\$18.30
Zone-1 Express Mail		
PO-Add Flat Rate		
3.20 oz.		
Label #:EM128455058US		
Tue 07/20/10 12:00 PM -		
Guaranteed Delivery		
Signature Requested		
Customer Postage		-\$17.50
Issue PVI:		\$0.80
Total:		\$0.80

Paid by:
 Debit Card \$0.80
 Account #: XXXXXXXXXXXXX4019
 Approval #: 175353
 Transaction #: 107
 23903020295
 Receipt#: 002305

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

 Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill#:1000200308392
 Clerk:02

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<https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
 POSTAL EXPERIENCE

HUNT002936



LEASE NO: HL086573 - 00

IN PAYMENT OF DELAY RENTAL DUE FROM 07/25/2010 TO 07/25/2010 PER TERMS OF LEASE
RECORDED IN VOLUME 459 PAGE 53 FILE 78911
RECORDS OF LA SALLE COUNTY/PARISH TEXAS

FOR DEPOSIT TO THE CREDIT OF:	PAYMENT AMOUNT	BANK CHARGE
SOUTH TEXAS SYNDICATE TRUST JPMORGAN CHASE BANK NA TRUSTEE P O BOX 2605 FT WORTH, TX 76113 DELAY RENTAL COVERING THE PERIOD OF 7/25/10 - 7/25/11 - (STS 1319 #1H WELL) 4,224.7175 x \$50/AC = \$211,235.88	211,235.88	0.00

EM128455058US

PAYEE HEREOF PLEASE MAKE DEPOSIT OF ORIGINAL CHECK AS LISTED ABOVE AND RECEIPT AND RETURN WHITE COPY TO ABOVE PAYOR, AND RETAIN YELLOW COPY OR SEND TO LESSOR.

RECEIVED _____ BANK
BY _____ CASHIER DATE _____

Controlled Disbursement
Bank of America, N.A.
Atlanta, DeKalb County, Georgia



RENTAL CHECK 84-1278/811

LEASE NO: HL086573 - 00

DALLAS, TX 75201

BEING PAYMENT OF
RENTAL PER TERMS OF LEASE
DESCRIBED ON VOUCHER

CHECK NO: 0007060048

DATE: 07/19/2010

TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS
AND EIGHTY EIGHT CENTS

\$211,235.88

PAY TO THE ORDER OF:

0007060048

HUNT OIL COMPANY

SOUTH TEXAS SYNDICATE TRUST
JPMORGAN CHASE BANK NA TRUSTEE
P O BOX 2605
FT WORTH, TX 76113

COPY NON-NEGOTIABLE

11368-1

COPY OF ORIGINAL RENTAL CHECK DEPOSITED
BY HUNT OIL COMPANY WITH PAYEE SHOWN



HUNT002937

From: [S. CARL EVERETT](#)
To: [Bill Osborn](#)
Cc: [RANDY BARTLETT](#)
Subject: FW: Certification Of Trust
Date: Friday, April 09, 2010 3:42:44 PM

Bill,
Here is his email. I will send phone # later.

S. CARL EVERETT
P. O. Box 1723
Conroe, Texas 77305
281-451-8803 CELL
scarleverett@hotmail.com

From: h.l.tompkins@jpmchase.com
To: scarleverett@hotmail.com
Date: Tue, 9 Mar 2010 10:47:35 -0500
Subject: RE: Certification Of Trust

Yes, received and forwarded to the Fiduciary Officer for review.

From: S. CARL EVERETT [<mailto:scarleverett@hotmail.com>]
Sent: Tuesday, March 02, 2010 3:38 PM
To: H L Tompkins
Subject: Certification Of Trust

Mr. Tompkins,
I have attached to this email the document that Hunt Oil Company needs executed. Please let me know that you have received this file. This may be easier and faster than mailing to Fort Worth if OK by you.

S. CARL EVERETT P. O. Box 1723 Conroe, Texas 77305 281-451-8803 CELL
scarleverett@hotmail.com

Hotmail: Trusted email with powerful SPAM protection. [Sign up now.](#)
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HUNT002938

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The New Busy is not the too busy. Combine all your e-mail accounts with Hotmail. [Get busy.](#)

HUNT002939

From: [Stell, Mike](#)
To: [Bill Osborn](#)
Cc: [Tompkins, H.L.](#)
Subject: FW: Meeting
Date: Monday, March 14, 2011 10:58:10 AM

As with all Ryder Scott jobs and clients, we keep the information provided to us as confidential.

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Friday, March 11, 2011 10:44 AM
To: Tompkins, H L
Subject: Meeting

H.L.,

We appreciate you all taking the time to visit this morning and I hope you were able to gather the information that you needed.

Just as a formality, I was hoping you could respond to this email as a confirmation that the maps, data & information regarding Hunt Oil Company's operations in LaSalle & McMullen Counties, Texas, that was shared with yourself, Michael Stell and Bertram Hayes-Davis on 3/11/11 will remain confidential as to third parties. We realize that per the lease terms you are due this info upon request. Without getting into a written agreement I thought just an email would suffice.

Thanks again for your cooperation and assistance.

Take Care,
Bill

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

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HUNT002940

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HUNT002941

From: [Bill Osborn](#)
To: [Tompkins, H.L.](#); h.l.tompkins@jpmorgan.com
Subject: FW: Eagle Ford Shale STS Well Photos 10-14-10
Date: Thursday, September 29, 2011 12:05:01 PM
Attachments: [1st.JPG](#)
[2nd.JPG](#)
[3rd.JPG](#)
[4th.JPG](#)
[5th.JPG](#)
[6th.JPG](#)
[7th.JPG](#)
[H For HUNT.JPG](#)

H.L.,

Here are some pictures from Helicopter of our first well, frac pond we constructed and pics during frac job.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: Mark Farnsworth
Sent: Friday, October 15, 2010 11:32 PM
To: Amelia Hartman; Bill Osborn; Bill Gross; Bubbyschex; 'CHUCK COUCH'; David McWethy; Dan MacElroy; David Hulslander; Denzil Brinley; 'Frank Bruscato'; Hope Fallin; Jeff Hyde; Justin Stuckmann; Jack McCarthy; Jerry Gilley; 'j.l. valdez'; J. W. Wardlow; Jim White; Ken Lagrange; Larry Guzick; Mike Crenshaw; Neal Teague; Rudy Garza; 'rickycloud@aol.com'; Ron Nunez; Ryan Howard; Steve Bieren; Steven Naul; Sheila Collette; Steve Anderson; 'Suzanne Cooke'; Sean Farnsworth; 'tcdillard@yahoo.com'; Terry Johnson; Tom Dade; Vaticanrig; Weldon W. Dietze; John Edmonds; Bob Dorough
Subject: FW: Eagle Ford Shale STS Well Photos 10-14-10

Some current pictures of the STS A-1391 #1H Frac Job.
Mark

Subject: Eagle Ford Shale STS Well Photos 10-14-10

Gentlemen,
I wanted to let you know Rod and I certainly enjoyed our visit today and it was nice getting away from the coast to come spend time with friends and look at the operation Hunt has going on in the Eagle Ford Shale area.

I've attached just a few of the pictures we took and will be downloading the remaining photos on a memory stick as they were all too large to e-mail. I'll send everyone a copy once I get this done.

Thanks again and good luck with your ongoing frac job on this well. If you should need anything please feel free to not hesitate and give me a call.

Regards,
Bob

P.S. Mark the "H" stands for HUNT and nothing else. "Go Hunt Go"

Bob M. McCoy
President
Westwind Helicopters, Inc
Office: (409) 925-7300
Fax: (409) 925-4433
Mobile: (361) 354-1890

HUNT002942

www.WestwindHelicopters.com

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HUNT002943



HUNT002944



HUNT002945



HUNT002946



HUNT002947



HUNT002948



HUNT002949



HUNT002950



HUNT002951

From: [H.L. Tompkins](#)
To: [Bill Osborn](#)
Cc: [Larry Guzick](#)
Subject: RE: Pooling Amendment
Date: Tuesday, September 21, 2010 10:54:52 AM
Attachments: [image001.png](#)

Bill:

You are welcome, please let me thank you for your hospitality and effort to make our meeting a success.

I suggest you attempt to draft the instrument along the lines we discussed. I presumed by the path of our conversation, the Release/Amendment approach is the preferred method.

Again, thanks for all your effort on this issue.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 713-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Tuesday, September 21, 2010 9:45 AM
To: H L Tompkins; H L Tompkins
Cc: Larry Guzick
Subject: Pooling Amendment

H.L.,

Thank you again for taking the time to meet with us to discuss our project in LaSalle/McMullen counties. We appreciate your time.

Please advise us as to how you would like to proceed in drafting a pooling amendment that we discussed at our meeting on 9/20. If you would like to submit to us a proposal for our review please do so or alternatively we can draft the amendment and submit it to you for your review. I look forward to hearing from you.

Thanks Again,

Bill

Bill Osborn

Hunt Oil Company

HUNT002952

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002953

From: [Bill Rex](#)
To: [Ernie Easley](#)
Cc: [Larry Guzick](#); [Bill Osborn](#)
Subject: RE: Lease Amendment
Date: Wednesday, September 08, 2010 12:56:54 PM

Ernie, we are preparing two responses---one for internal CONFIDENTIAL info, and a second which can be sent back explaining the challenges and the positive benefits of our pooling proposal.

From: Ernie Easley
Sent: Wednesday, September 08, 2010 12:55 PM
To: 'Paschall.Tosch@jpmorgan.com'; Don Robillard; Bill Rex
Subject: Re: Lease Amendment

Paschall, appreciate the response. I think it would be beneficial if we could schedule a meeting for our land guys and Mr Tompkins next week as I think we could accomplish a lot in a short period. As your client owns all the minerals, our goal is to maximize recovery from the leasehold which benefits us both, and I think if we could explain some of the significant surface access challenges our modification requests will make more sense. Ernie

From: Paschall Tosch <Paschall.Tosch@jpmorgan.com>
To: Don Robillard
Cc: Ernie Easley; Donna German; Beth Lawrence <BETH.LAWRENCE@jpmorgan.com>
Sent: Wed Sep 08 11:25:19 2010
Subject: RE: Lease Amendment

I just spoke with H.L. Tompkins in our Oil & Gas trust group. It sounds like we have reached an impasse on a business point and neither side has been willing to offer up a compromise. Per my discussion with H.L. he is trying to protect the interest of his client by enforcing the pooling restriction provided in the lease agreement. I'm not close enough to the situation to offer up any solutions, but I am happy to try and help resolve the situation if I can better understand Hunt's position on the matter.

From: drobillard@huntoil.com
Sent: Wednesday, September 08, 2010 10:45 AM
To: Paschall Tosch
Cc: Ernie Easley; dgerman@huntoil.com
Subject: Fw: Lease Amendment

Paschall,
Can you help us out here? I am informed by our engineers that this is a new Trustee, but we are not having any luck getting him to respond.
Thanks
Don

From: Ernie Easley
To: Don Robillard
Sent: Wed Sep 08 10:33:10 2010
Subject: Fw: Lease Amendment

From: Bill Rex
To: Ernie Easley

HUNT002954

Sent: Wed Sep 08 09:39:36 2010
Subject: FW: Lease Amendment

Here is his name and Osborn's email sent yesterday warning him that he was being forced to go over his head!

From: Bill Osborn
Sent: Wednesday, September 08, 2010 7:21 AM
To: Bill Rex
Subject: FW: Lease Amendment

Bill,

FYI

I have yet to hear from the Trustee at JP Morgan. Below is an email that I sent to him yesterday.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, September 07, 2010 3:01 PM
To: 'h.l.tompkins@jpmorgan.com'
Cc: 'H L Tompkins'
Subject: Lease Amendment

Mr. Tompkins,

I am hopeful that you will contact me at your earliest convenience regarding the lease amendment proposal that I have submitted to you. As I have mentioned to you in my previous three or four emails and voice mails we are trying to plan our drilling schedule, line up frac dates, etc. and we cannot efficiently do any of these things if we do not amend the lease.

Furthermore, I want you to be aware that I have been asked on multiple occasions, by senior level management, to give an update on the lease amendment proposal pertaining to the lease terms that among other things, restrict our ability to pool, provide onerous continuous development clauses and stipulate well density provisions that limit permitted RRC field rules.

Unfortunately, my answer in all of these meetings is always the same, "I am waiting to hear back from JP Morgan".

Consequently, the senior level management of Hunt Oil Company has instructed me that they are prepared, willing and anxious to make requests to their counterparts at JP Morgan, with whom we do a great deal of business, to request that our paperwork be expedited. I would appreciate a response from you so that I can relay to everyone here that we are in the process of resolving all of the issues that would prevent us from maximizing the development and production of the leases.

HUNT002955

I would really appreciate your cooperation and immediate approval of our requests.

Best Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002956

From: Bill Osborn
To: "H.L. Tompkins"
Subject: CA
Date: Tuesday, August 10, 2010 9:20:11 AM

Mr. Tompkins,

Attached is our Confidentiality Agreement. If you will sign and email back please, I will get you on Daily drilling report list.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002957

From: [Bill Osborn](#)
To: "h.l.tompkins@ipmorgan.com"; "H.L. Tompkins"
Subject: Hunt Amendment
Date: Wednesday, October 20, 2010 11:13:52 AM

H.L.,

I spoke to Jason Beck on Monday and he stated that he was going to talk to you about the amendment that I sent to both of you via email a couple of times.

Have the two of you talked at all about it or are there revisions you would like to make?

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002958

From: [Bill Osborn](#)
To: ["h.l.tompkins@jpmorgan.com"](mailto:h.l.tompkins@jpmorgan.com)
Cc: [Larry Guzick](#)
Subject: Hunt Oil Company Documents
Date: Friday, April 23, 2010 1:20:40 PM
Attachments: [JPMorganLetter.doc](#)
[consent to assign.doc](#)
[Amendment to STS Lease No T-ST5-002-00 Oil and Gas Lease from South Texas.DOC](#)
[certification of trust.DOC](#)

Mr. Tompkins,

Per our conversation two weeks ago I mentioned to you that we would be sending you some documents for your review. Attached you will find the following:

1. Cover letter
2. Notice of Assignment and Consent to Assign
3. Amendment to Oil and Gas Lease
4. Certification of Trust

Myself and Larry Guzick, Regional Land Manager, would like to speak with you on the afternoon of Wednesday, April 28th to discuss these documents in detail. Please advise us if that will be convenient for you.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002959



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX. 77002

Dear Mr. Tompkins:

Enclosed you will find a series of documents pertaining to a certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX.

We have received a title opinion and reviewed the terms of the Lease and have determined that there are some items that need to be addressed. Enclosed you will find the following:

1. Notice of Assignment and Consent to Assign
2. Amendment to the Oil and Gas Lease
3. Certification of Trust

Please review the enclosed documents and contact us at your earliest convenience with any questions or concerns that you may have. Should everything meet your satisfaction please sign the documents where indicated and send them to me at my attention at the above address.

Thank you in advance for your attention to this matter.

Best Regards,

Bill Osborn
U.S. Onshore/Land and Negotiations
Hunt Oil Company
(214) 978-8835 office

HUNT002960



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

April __, 2010

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

I am writing to provide you notice of and request your consent to assignment of that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas (the "Lease"). Pursuant to an assignment dated October 1, 2009, Broad Oak Energy, Inc. ("BOE") assigned all of its interest in all of the lands covered by the Lease save and except a tract of land covering approximately 173.47 acres (the "Assignment"). On [____], but effective as of October 1, 2009, BOE executed an amendment to its prior assignment which amended the assignment in order to assign all of BOE's interest in all of the lands covered by the Lease (the "Amended Assignment"). The Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, the Amended Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, **BMT O&G TX, L.P. (12.5%)**, **CMB O&G TX, L.P. (2.34375%)**, **TRB O&G, TX, L.P. (2.34375%)**, **ACB O&G TX, L.P. (2.34375%)**, **MLB O&G TX, L.P. (2.34375%)**, **ARBGT (LMB) O&G TX, L.P. (9.375%)**, **ARBGT (SRB) O&G TX, L.P. (9.375%)** and **EPB Eagleford TX, L.P. (9.375%)**.

Pursuant to Article 6(b) of the Lease, HOC, on behalf of itself and the other assignees under the Assignment and the Amended Assignment, requests your approval of the Assignment as well as the Amended Assignment. If you are in agreement with both the Assignment and the Amended Assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

HUNT002961

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,

Larry Guzick
Landman

The assignment described above is approved this ____ day of _____, 2010.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee

HUNT002962

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Lease described in the attached "Exhibit A" (the "Lease").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Lease and then BOE subsequently assigned the Lease to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Lease to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Lease as follows:

1. A new Section shall be added to the Lease, as follows:

"Pooling for Horizontal Wells: Notwithstanding anything to the contrary herein, and in addition to, but not in substitution for, the Lessee's rights under any other provision of this lease or applicable law, Lessee shall have the right to form pooled units for the drilling of a Horizontal Drainhole Well as set forth in this paragraph. For the purpose of this provision, "Horizontal Drainhole", "Horizontal Drainhole Well", and "Horizontal Drainhole Displacement" shall be defined in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The size of the pooled unit for a Horizontal Drainhole Well in which the leased premises is pooled may include, but shall not exceed, the unit size and diagonals as set forth in the following formula; provided that if larger amounts of acreage are permitted or prescribed to be assigned to such well by the rules and regulations of the Railroad Commission of Texas, then such pooled units may include such larger amounts of acreage so permitted or prescribed:

$$A = (L) \times (0.11488) \text{ acres} + 160 \text{ acres}$$
$$\text{Maximum Diagonal} = (475.933 \text{ feet}) \times (\text{square root of } A)$$

Where A is unit acreage size and L is the length of the Horizontal Drainhole Displacement in feet.

Pooling shall be on a surface acreage basis which means that the production on which Lessor's royalty is calculated shall be that pro rata portion of total unit production which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit.

In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included

therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, Lessee shall have the recurring right not the obligation to revise any unit formed for Horizontal Drainhole Wells by expansion or contraction or both, include or exclude specific leases or tracts as well or redefine the vertical limits of the productive zone. If such unit is filed and amended, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for Horizontal Drainhole Wells under this paragraph or any revision thereof shall be the date set forth as the effective date by Lessee in the written declaration that is filed of record for such unit or revision thereof.”

2. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

“(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

3. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

4. Except as amended herein, the Lease remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Lease as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

CERTIFICATION OF TRUST

Date: _____, 2010, to be effective as to each of the portions of the Property (Leased Premises), as of the date(s) of the various oil and gas leases and other documents (Leases) pertaining to such Property, as described and defined below and on Exhibit "A" hereto.

Trust: South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate
(herein, as currently amended and in effect, called the "Trust")

Trustee: JPMorgan Chase Bank, N.A., Trustee, as successor Trustee to:
John T. Pearson, Trustee (of the South Texas Syndicate), as grantee and as described in and pursuant to that certain Deed, dated October 17, 1940, recorded in Volume R-3, Page 581, et seq., Deed Records La Salle County, Texas, from John T. Pearson, Independent Executor of the Estate of A. Mcc. (sic) Washburn.

Trustee's Mailing Address:

P.O. Box 47531, MS TX3-7213, San Antonio, Texas 78265

Settlor: A. Mcc. (sic) Washburn, deceased, pursuant to testamentary devise under his will, and the 1940 Deed described above.

Property (Leased Premises):

All (100%) of the oil, gas and other mineral ownership (herein "Mineral Ownership") in the lands, located in La Salle and McMullen Counties, Texas, described in and covered by those certain Oil and Gas Leases, memoranda of such Leases, and/or in amendments and/or corrections of any of them, and in other documents pertaining thereto; all as described on Exhibit "A" attached hereto and incorporated herein by this reference, including the description of such lands in any of such documents by reference to other documents. (Such Oil and Gas Leases, and the other documents described above are herein collectively called the "Leases," and the lands constituting the Property, which are described in and covered by the Leases, are herein collectively called the "Leased Premises.")

Original Lessee(s) under the Leases: See Exhibit "A" hereto.

Current Assignee(s) and Leasehold Owner(s) of the Leases:

Hunt Oil Company

BMT O&G TX, L.P.

CMB O&G TX., L.P.

TRB O&G TX, L.P.

ACB O&G TX, L.P.

MLB O&G TX, L.P.

ARBGT (LMB) O&G TX, L.P.

ARBGT (SRB) O&G TX, L.P.

EPB Eagleford TX, L.P.

Recitals:

WHEREAS, the "South Texas Syndicate" as described (and being the grantee trust) in the 1940 Deed above, is a trust estate, and is one and the same as the other names listed above by which the Trust has been designated, including as Lessor in and under the Leases, memoranda (of the Leases), amendments and corrections of any of them, and other documents pertaining thereto, which are described on Exhibit "A" hereto; and

WHEREAS, the Mineral Ownership in the Leased Premises has been, and continues to be, held in the Trust and owned by the particular designated and then-current Trustee of the Trust, for the benefit of the Trust and its beneficiaries, since the date of the original 1940 Deed above, and has been leased by the Trust to the Original Lessee(s) pursuant to the Leases described on Exhibit "A;" and

WHEREAS, JPMorgan Chase Bank, N.A., is the successor Trustee for the Trust as described above, and has continued to be and act in such capacity, at all times since at least the effective date and date of execution and delivery (whichever is earlier) of each of the respective Leases listed and described on Exhibit "A";

NOW THEREFORE, by its signature below, the Trustee confirms the recitals and other statements herein, and the additional certifications set forth below, upon which both the Original Lessees, and also the current Assignees and Leasehold Owners listed above, are relying in connection with their various dealings with the Trustee and the Trust concerning (and specifically including) the Leases and the Leased Premises, and any agreements, transactions, and matters between and among them pertaining thereto.

Certifications:

1. Trustee is a [and the sole] [**Instruction: delete bracketed statement if not correct**] currently acting trustee of the Trust, which Trust was created or established under or

pursuant to an instrument, executed and originally effective on _____,
and amended by that/those certain amendment(s) executed and effective on _____
_____ ; and the Trust, as currently amended, exists.

2. The Trust powers include, and have at all relevant times included, at least all those trust powers granted a trustee by subchapter A, chapter 113, of the Texas Property Code (and/or the Texas Trust Code as re-codified therein), and without limitation, include the power to execute the Leases, amendments, memoranda, and other documents described on Exhibit "A" hereto, and any other agreements, documents or instruments that may be executed or entered into in the future by the Trustee in such capacity on behalf of the Trust, concerning the Leases, and the Mineral Ownership, and/or the Leased Premises, and any dealings, transactions or matters pertaining thereto, and also to the Current Assignees as leasehold owners of the Leases and Leased Premises.

3. The Trust is irrevocable.

OR (Instruction: CHOOSE ONE AND LINE THROUGH THE OTHER)

The Trust is revocable, and the power to revoke the Trust is held by:

(NAME) _____.

4. Under the terms of the Trust, currently and at all times previously since its creation, all [**OR designate a number:** _____] of the currently acting trustees at any relevant time are required to sign documents in order to exercise the powers of the trustees.

5. Title to the Trust assets, including the Leased Premises, is held, and documents concerning and on behalf of the Trust and such Trust assets should be executed, in the following manner:

JPMorgan Chase Bank, N.A., Trustee,
of (and/or for, and/or on behalf of)
the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate),

Or

the South Texas Syndicate Trust
(or South Texas Syndicate, a liquidating trust,
and/or South Texas Syndicate, a trust estate);
by JPMorgan Chase Bank, N.A., Trustee

6. The Trust has not been revoked or modified or amended in any manner that would cause the statements, representations, recitals, and certifications contained in this Certification to be incorrect.

7. Attached hereto and incorporated herein as Exhibit "B" (with additional pages attached to such Exhibit) are true and correct copies of excerpts from the Trust Instrument and/or any pertinent amendments thereto, which include and consist of all the pertinent provisions or terms in such instrument and/or any amendments thereof, which are currently in effect, and which:

(1) designate or appoint the Trustee as the acting trustee of the Trust both currently and for the relevant time periods specified herein in connection with the Leases and the Leased Premises, and

(2) confer on the Trustee the power, and/or grant the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and to perform the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

This Certification of Trust may be executed in multiple originals, each of which shall be considered a duplicate original.

Trustee:

JPMorgan Chase Bank, N.A.

By: _____, Vice President,
as Trustee of the South Texas Syndicate,
a/k/a South Texas Syndicate Trust,
a/k/a South Texas Syndicate, a liquidating Trust,
a/k/a South Texas Syndicate, a trust estate

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Vice President of JPMorgan Chase Bank, N.A., a national banking association, **Trustee for the South Texas Syndicate Trust, a/k/a South Texas Syndicate, a liquidating Trust, a/k/a South Texas Syndicate, a trust estate**, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association, in its capacity as Trustee for the above-named Trust.

 Notary Public

EXHIBIT "A"

**To Certification of Trust
(Property, Leased Premises, and Leases,
La Salle and McMullen Counties, Texas)**

The "Leases" include collectively, the following oil and gas leases, memoranda of leases, and/or amendments or corrections to any of such documents, and any other documents pertaining to such documents, as may be described hereinbelow and defined in the Certification of Trust;

And the Leased Premises include collectively, the Mineral Ownership for the lands described below, and as covered by and described further in the Leases, and/or described by reference to other documents in the Leases.

1. Oil and Gas Lease (# T-ST-002-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 53, Deed Records, La Salle County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 4,224.7175 acres, more or less, located in La Salle County, Texas, consisting of 8 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 8.)

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 507, Deed Records, La Salle County, Texas.

2. Oil and Gas Lease (# T-ST-004-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated February 26, 2007, executed by the Lessor and Lessee, is recorded in Vol. 461, Page 525, Deed Records, La Salle County, Texas, and in Vol. 451, Page 136, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 2,371.205 acres, more or less, located in La Salle and McMullen Counties, Texas, consisting of 9 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 9), the first 6 of which (1,380.555 acres total) are located in McMullen County, and the last 3 of which (990.65 acres total) are located in La Salle County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described February 26, 2007 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the February 26, 2007 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 503, Deed Records, La Salle County, Texas, and in Vol. 470, Page 362, Deed Records, McMullen County, Texas.

3. Oil and Gas Lease (# T-ST-001-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 55, Deed Records, La Salle County, Texas, and in Vol. 448, Page 148, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 3,094.0770 acres, more or less, located in La Salle and/or McMullen Counties, Texas (as the case may be therein), consisting of 13 numbered tracts described in the Lease (i.e., Tract Nos. 1

through 13), the first (No. 1) of which (260 acres) is located in La Salle and McMullen Counties, the second (No. 2) of which (4.05 acres) is located in La Salle County, and the last 11 of which are located in McMullen County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 505, Deed Records, La Salle County, Texas, and in Vol. 470, Page 358, Deed Records, McMullen County, Texas.

4. Oil and Gas Lease (# T-STG-003-00)

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Texas Lone Star Petroleum Corporation (later amended to be owned by Broad Oak Energy, Inc.)

Date: March 15, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, effective March 16, 2006, expressly dated March 24, 2004 (but acknowledged March 24, 2006, and see Correction document below), (this counterpart) executed by the Lessor (with a signature line for – but not executed by – Lessee, see Correction document below), is recorded in Vol. 444, Page 449, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of Property

(Leased Premises): 676.745 acres, more or less, (amended later to 683.48 acres, more or less – see Correction document below), located in McMullen County, Texas;

limited in depth from the surface of the earth down to 11,500 feet below the surface of the earth, in and under the above described Property

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease, dated November 6, 2006, effective March 15, 2006, recorded in Vol. 451, Page 297, Deed Records, McMullen County, Texas, executed by Lessor, and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease),

correcting typographical error in date of Memorandum above to confirm Lease is dated March 15, 2006, and also amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including an amendment of the lands covered in the Lease, and substituting a new description for the Leased Premises in the Lease, as revised in total 683.48 acres, more or less.

Second Amendment of Oil and Gas Lease, dated August 7, 2007, effective March 15, 2006 (amending Section 5 (c) for a typographical error in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Third Amendment of Oil and Gas Lease, dated March 5, 2008, effective February 4, 2008 (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Fourth Amendment of Oil and Gas Lease, dated July 16, 2009, (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including the primary term in Paragraph 2, and Paragraph 4 regarding delay rentals, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the date of the primary term in such March 15, 2006, Lease, and revising the description of the primary term as stated in the prior Memorandum, and referencing generally other prior amendments of the Lease), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease), recorded in Vol. 470, Page 360, Deed Records, McMullen County, Texas.

EXHIBIT "B"

To Certification of Trust

**[Excerpts from Trust Documents and/or Amendments -
Re: Designation of Trustee and Trustee Powers]**

(See attached excerpts from the Trust Instrument and/or amendments thereto, consisting of _____ pages, designating the Trustee, and conferring on the Trustee the power, and/or granting the Trustee the authority, to act in connection with the execution and delivery of the Leases and other documents, and performance of the other actions (as defined in this Certification of Trust and described on Exhibit "A" to this Certification), pertaining to the Leased Premises.

(INSTRUCTION: Attach Trust excerpts to the Certification following this page.)

From: [Bill Osborn](#)
To: "[H.L. Tompkins](#)"; "h.l.tompkins@jpmorgan.com"
Cc: [Larry Guzick](#)
Subject: Lease Amendment
Date: Thursday, August 26, 2010 3:46:53 PM
Attachments: [Amendment to STS Lease Oil and Gas Lease8-26-10.DOC](#)

Mr. Tompkins,

Per our conversation a couple of weeks ago, attached is our proposed lease amendment. This amendment would amend all four STS leases in which Hunt Oil Company has an interest.

We are in the process of forming units and preparing our drilling schedule. We cannot effectively plan a strategy or optimize the production of the STS acreage without amending the leases. We very much need a timely response to the attached proposal. Please contact me at your earliest convenience to discuss.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT002983

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** (“Lessor”), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, “Lessee”), for the purpose of amending that certain Oil and Gas Leases described in the attached “Exhibit A” (the “Leases”).

WHEREAS, Lessor and Broad Oak Energy, Inc. (“BOE”) entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. A new Section shall be added to the Leases, as follows:

“Pooling for Horizontal Wells: Notwithstanding anything to the contrary herein, and in addition to, but not in substitution for, the Lessee’s rights under any other provision of this lease or applicable law, Lessee shall have the right to form pooled units for the drilling of a Horizontal Drainhole Well as set forth in this paragraph. For the purpose of this provision, “Horizontal Drainhole”, “Horizontal Drainhole Well”, and “Horizontal Drainhole Displacement” shall be defined in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The size of the pooled unit for a Horizontal Drainhole Well in which the leased premises is pooled may include, but shall not exceed, the unit size and diagonals as set forth in the following formula; provided that if larger amounts of acreage are permitted or prescribed to be assigned to such well by the rules and regulations of the Railroad Commission of Texas, then such pooled units may include such larger amounts of acreage so permitted or prescribed:

$$A = (L) \times (0.16249) \text{ acres} + 320 \text{ acres}$$

Where: A= calculated area assignable, if available, to a horizontal drainhole for proration purposes rounded up to the next whole number evenly divisible by 40 acres;
L= the horizontal drainhole distance measured in feet between the first take point and the last take point.

The acreage assigned to a horizontal drainhole well shall not exceed 640 acres.

Pooling shall be on a surface acreage basis which means that the production on which Lessor's royalty is calculated shall be that pro rata portion of total unit production which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit.

In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit as to the specific leases and acreage to be included therein as well as the vertical limits of the productive horizon or zone and stating the effective date of pooling; however, Lessee shall have the recurring right not the obligation to revise any unit formed for Horizontal Drainhole Wells by expansion or contraction or both, include or exclude specific leases or tracts as well or redefine the vertical limits of the productive zone. If such unit is filed and amended, Lessee shall file of record in the county where the lands are located a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable under this paragraph shall be adjusted accordingly as of the effective date for the revised unit. The effective date of any unit formed for Horizontal Drainhole Wells under this paragraph or any revision thereof shall be the date set forth as the effective date by Lessee in the written declaration that is filed of record for such unit or revision thereof."

2. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed

for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

3. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

4. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and between South Texas Syndicate Trust and Hunt Oil Company, et al. dated effective October 1, 2009.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [Amelia Hartman](#)
To: ["h.l.tompkins@jomorgan.com"](mailto:h.l.tompkins@jomorgan.com)
Cc: [Bill Osborn](#)
Subject: Pipeline Map
Date: Thursday, September 29, 2011 1:26:07 PM
Attachments: [Amelia Hartman.vcf](#)
[ETC REM Construction map with Hunt acreage June 2011.pdf](#)

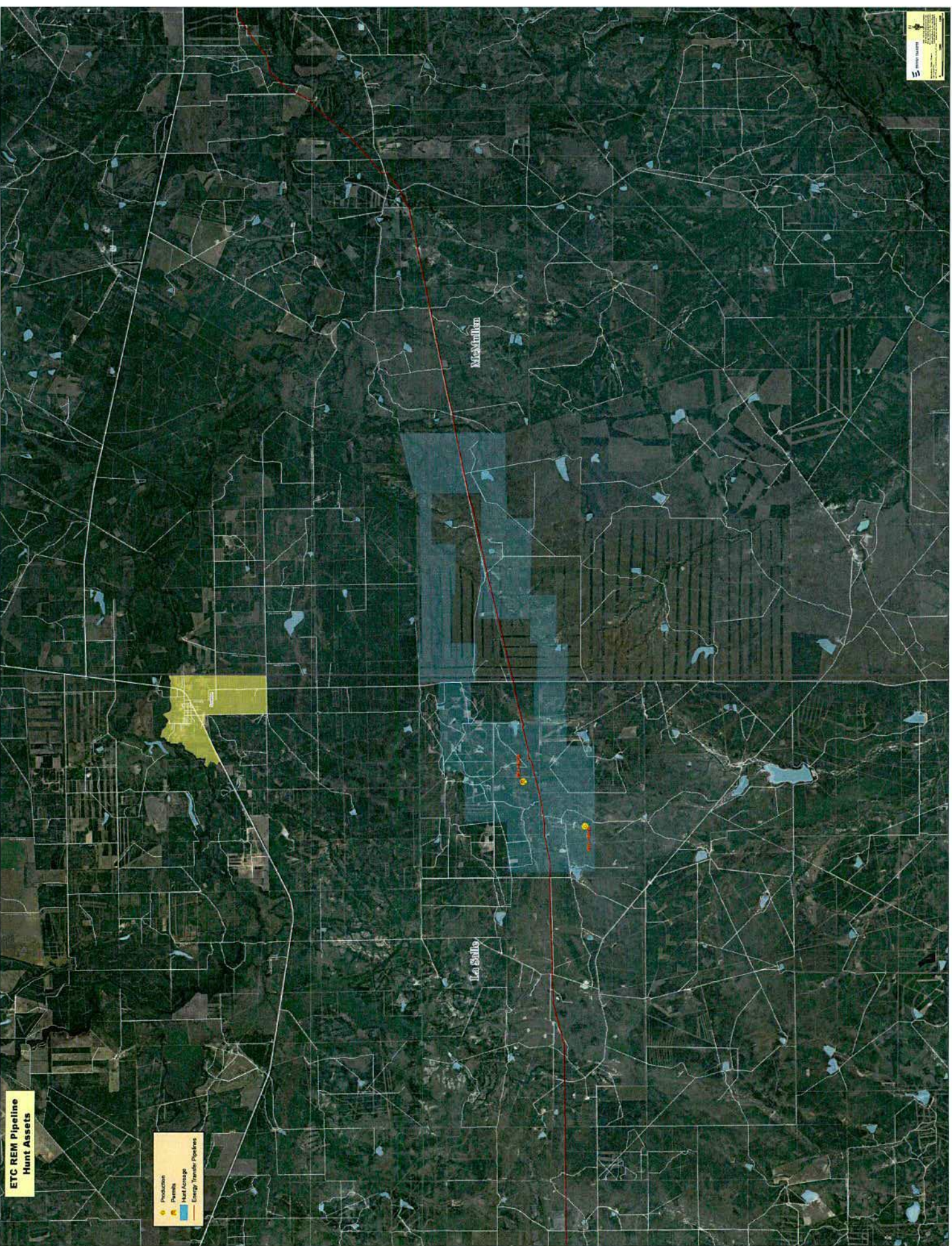
H.L., It was very nice to meet you today. Bill mentioned you were looking for a pipeline map to be able to share in a presentation. I've attached a very simple map of the route Energy Transfer's (ETC) Rich Eagleford Mainline (REM) will take through the Hunt acreage in LaSalle/McMullen Counties. If you need a more detailed map showing ultimate destination of pipeline, etc., I do have another broad scale Eagle Ford map, but I'll need to check with ETC first to check on the confidentiality of some of the lines shown on it. Please let me know if this one I've attached will be adequate or if you need more.

Thanks and again, please don't hesitate to call with any questions or concerns.

Amelia Hartman
Director Oil & Gas Marketing
Hunt Consolidated, Inc.
1900 North Akard Street
Dallas, TX 75201-2300
Phone 214.978.8206
Fax 214.855.6708
Mobile 214.549.2033
Email ahartman@huntoil.com

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HUNT002994



**ETC REM Pipeline
Hunt Assets**

- Production
- Pumps
- Hunt Assets
- Energy Transfer Pipelines

From: [H L Tompkins](#)
To: [Bill Osborn](#)
Subject: RE: STS Leases
Date: Wednesday, September 15, 2010 2:13:16 PM
Attachments: [image001.png](#)

Mr. Osborn:

Yes, you have made much effort to address the issue of pooling the STS Leases.

We continue to have concern as to your approach.

May we set aside Monday, September 20, 2010 for a time when you and I may meet to discuss the matter.

Again, thank you for your considerable patience and determination.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 713-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Thursday, September 09, 2010 9:06 AM
To: H L Tompkins
Cc: H L Tompkins
Subject: STS Leases

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

HUNT002996

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT002997

From: [H.L. Tompkins](#)
To: [Undisclosed recipients](#)
Subject: 5674.49 ac. La Salle County, Texas
Date: Thursday, August 12, 2010 6:43:42 PM
Attachments: [SAPP Lse-pdf.zip](#)
[COOKE SCOUTVIEW.png](#)
[image001.png](#)

Gentlemen:

Attached is a rough plat and a scouting tool plat to provide you a reference as to the proximity of the Cooke Ranch leasehold we discussed yesterday.

Basic details are:

1954 "Sapp" lease covers 5674.49 acres. Additional lands may be available upon review of certain Joint Operating Agreements.

Leasehold break out :

79.05% +/- Heirs of Paul Kayser. Please note J.P. Morgan does not represent all of the heirs.
10.5% +/- Devon Energy
10.5% +/- Bayshore Exploration

Please advise should you wish additional detail or have a question.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305

Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

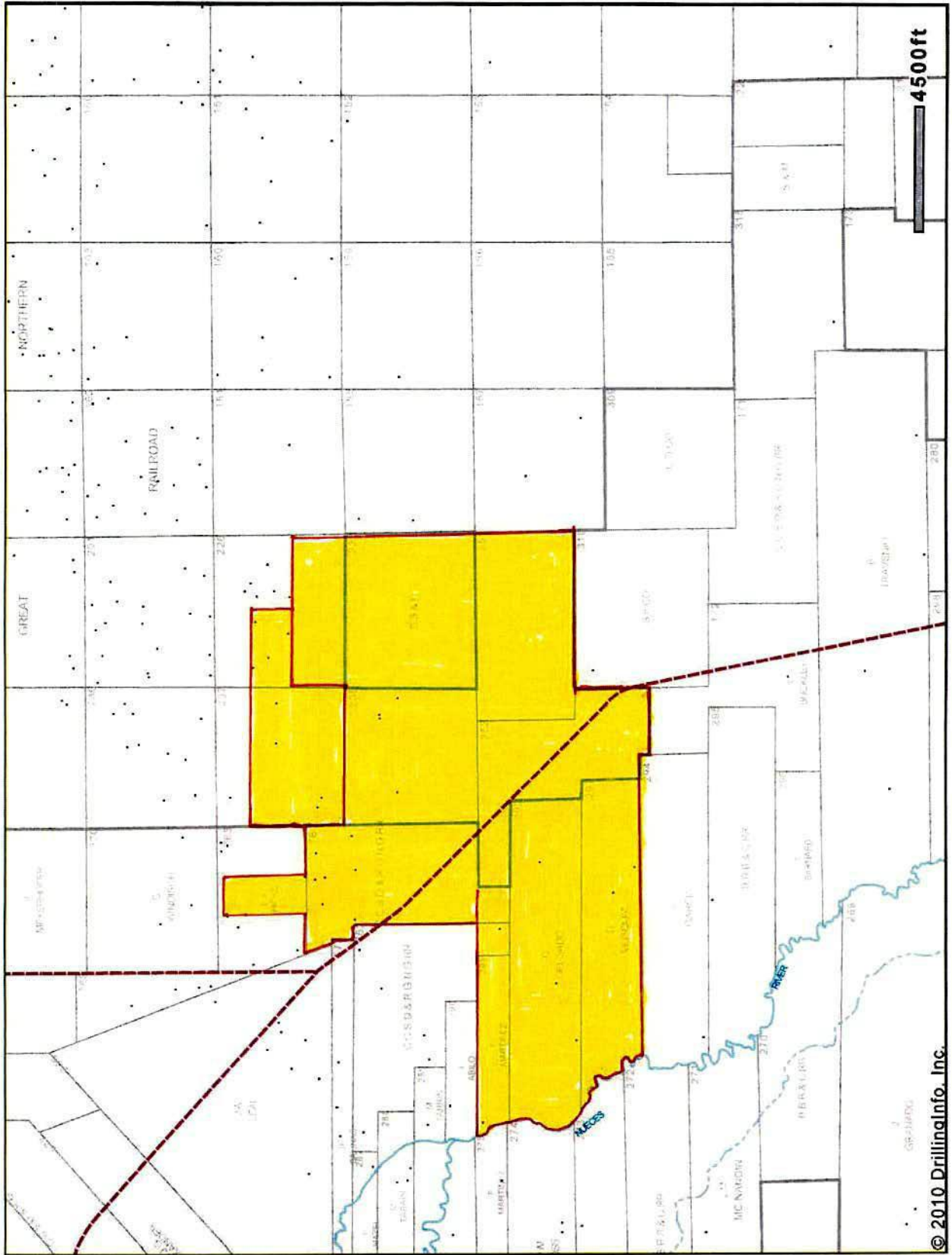
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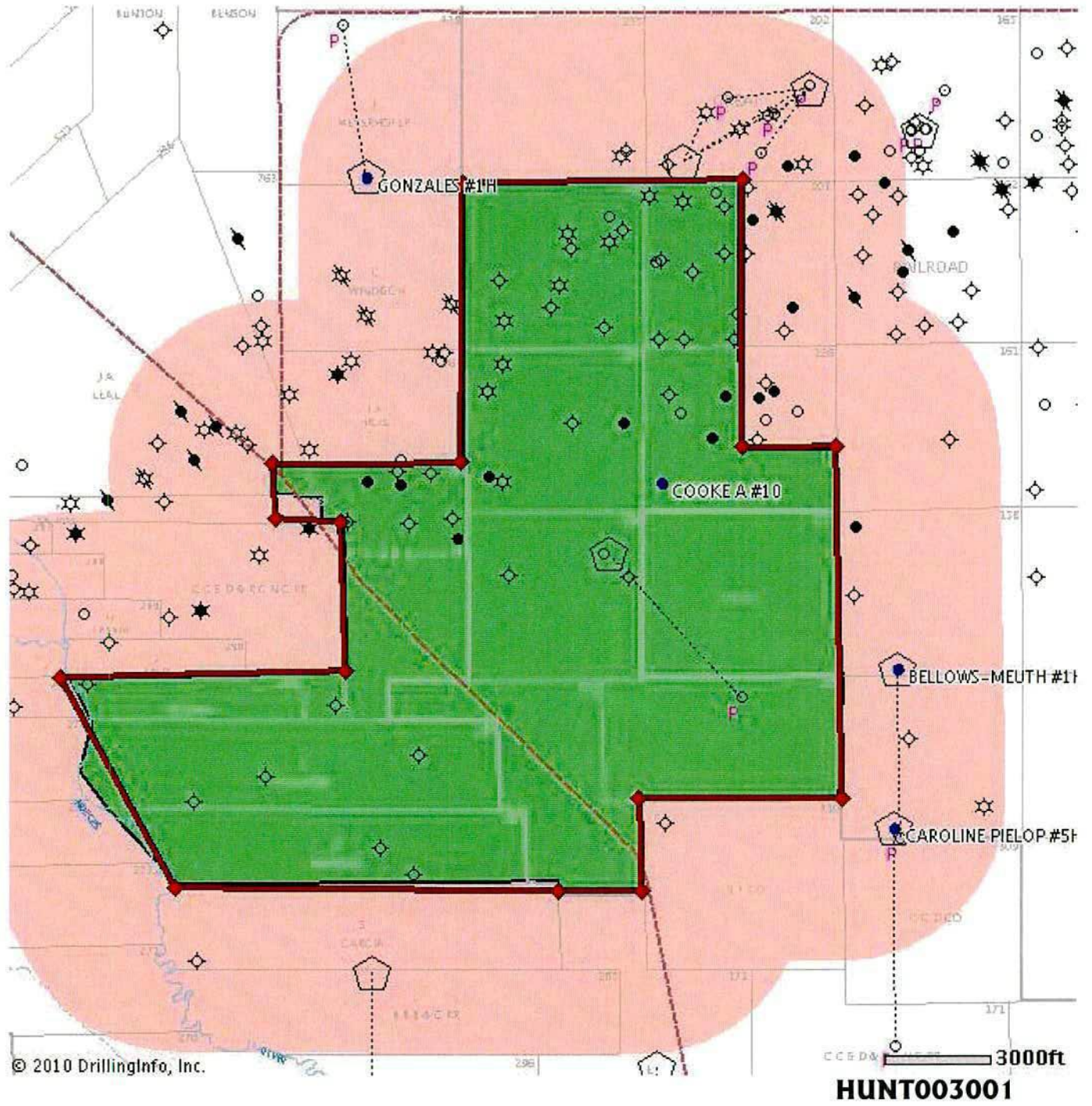
HUNT002999



4500 ft

© 2010 DrillingInfo, Inc.

HUNT003000



© 2010 DrillingInfo, Inc.

3000ft
HUNT003001

From: [Tompkins, H L](#)
To: [Leverne Hearn](#); [Bill Osborn](#)
Cc: [Bill Rex](#); [Tyler, Ann E](#)
Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank
Date: Monday, February 07, 2011 12:00:42 PM
Attachments: [HUNT Welder Consent to Assign - 2 7 11-pdf.zip](#)
[image001.png](#)
[image002.gif](#)

Leverne:

Attached is a PDF of the requested Consent to Assign. Original to you via USPS today.

Please advise should you need anything else.

Thanks,

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931

Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: [Leverne Hearn \[mailto:LHearn@huntoil.com\]](mailto:LHearn@huntoil.com)
Sent: Monday, February 07, 2011 10:08 AM
To: Tompkins, H L; Bill Osborn
Cc: Bill Rex
Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank
Importance: High

Mr. Tompkins, thanks so much for the quick turn around on the attached consent to assign letter. I have placed your modifications on our letterhead and await your execution via email today.

Again, thanks and have a great week.

From: Tompkins, H L [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Monday, February 07, 2011 9:51 AM
To: Leverne Hearn; Bill Osborn
Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

Laverne,

Attached is my edit upon your form.

I presume you want to place this on Hunt letterhead.

If you will do so and return an electronic version, I will sign and return same to you both

HUNT003002

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electronically and via USPS.

Sorry for the delay and confusion.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931

Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Laverne Hearn [<mailto:LHearn@huntoil.com>]

Sent: Thursday, February 03, 2011 4:26 PM

To: Bill Osborn; Tompkins, H L

Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

I agree, please make the necessary changes and correct the address, if needed. I had to call the other lessor in Victoria in order to find out that we needed to send the instrument to you for execution. I wasn't aware of the changes.

Again, thanks so much for your assistance.

From: Bill Osborn

Sent: Thursday, February 03, 2011 3:54 PM

To: 'Tompkins, H L'

Cc: Laverne Hearn

Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

H.L.,

Thanks for your help. Please make any changes you deem necessary and send it to us at your earliest convenience. Thanks again. Hope all is well.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Tompkins, H L [<mailto:h.l.tompkins@jpmchase.com>]

Sent: Thursday, February 03, 2011 3:52 PM

To: Bill Osborn

Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

Bill/Laverne:

HUNT003003

Yes, I received the original and intend to discuss with Laverne the styling of the consent.

ChaseManhattan is not a current name for the successor entity.

Laverne if you are agreeable to our editing the styling on the attached Consent to Assign to reflect the current Trustee please let me know.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931

Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Thursday, February 03, 2011 3:05 PM
To: Tompkins, H L; Tompkins, H L
Subject: FW: Consent to Assign Letter mailed to H. L. Tompkins - JPMorgan Chase Bank

H.L.

Can you see the below email and the attached document.

Thanks.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: Laverne Hearn
Sent: Thursday, February 03, 2011 3:03 PM
To: Bill Osborn
Subject: Consent to Assign Letter mailed to H. L. Tompkins - JPMorgan Chase Bank

Bill, attached is the consent to assign letter that we need to attempt to get Mr. Tompkins to expedite and return to us. The letter is addressed to their Houston office, but when I contacted them, I was informed that he handles this account and that it should be mailed to Mr. Tompkins in the Dallas Office. The package was overnighted last week to him.

If you can help out, please let me know.

Thanks

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HUNTO03004

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HUNT003005



January 26, 2011

HUNT OIL COMPANY
1900 North Akard Street
Dallas, Texas 75201-2300
214-978-8000
Fax: 214-978-8888

JPMorgan Chase Bank, N.A., Trustee
Of the Dolores Welder Mitchell Charitable
Annuity Trust No. 1
TX1-1615
P. O. Box 2605
Fort Worth, TX 76113-0084

Re: HL082889-00 – Kiersten Lake Prospect
Welder Heirs #5
2,666.0 acres, m/l out of the Victoria
Tares Pedro Villarreal, Survey, A-32,
Julian De La Garza Survey, A-8,
C De La Garza Survey, A-6 and Juan
Hart & Sons, Survey, A-10
San Patricio County, Texas

Gentlemen:

HOC-2000 Drilling Partnership "B", LP has agreed to assign to Langham, Pepper & Associates, Inc. all of their interest under that certain Prospect Participation Agreement dated August 27, 2001 Between Hunt Oil Company, Suemaur Exploration and Production, LLC and Fesco, Ltd., effective January 1, 2011. Pursuant to Provision VIII of the above captioned oil and gas lease dated August 15, 2001, covering 2,666.0 acres, m/l, HOC-2000 Drilling Partnership "B", LP hereby requests your written consent to the assignment by executing in the space provided below and returning one (1) original of this letter in the enclosed pre-paid return envelope to the undersigned.

By signing below, you indicate that you consent to the assignment described above, and you also indicate that your consent should be deemed effective as of January 1, 2011.

If you have any questions, please contact me at 214-978-8739 or email lhearn@huntoil.com.

Yours truly,

HUNT OIL COMPANY

Leverne Hearn, CPLTA, CMM

Dolores Welder Mitchell Charitable Annuity
Trust No. 1

Signed:

H.L. Tompkins
Vice President
JPMorgan Chase Bank, N.A. Trustee

2/7/2011
Date

HUNT003006

From: [Leverne Hearn](mailto:LHearn@huntoil.com)
To: "H L Tompkins"
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Friday, July 23, 2010 9:22:15 AM
Attachments: [image001.gif](#)

Thanks so much. Have a safe trip.

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Friday, July 23, 2010 9:19 AM
To: Leverne Hearn
Subject: Re: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

Ms. Hearn:

I have yet to review the memo as I have been away on an extended business trip. We have received the check and memo, I will review it when I return to the office early next week. Thanks

From: Leverne Hearn <LHearn@huntoil.com>
To: Melissa F Montanez
Cc: Bill Rex <BRex@huntoil.com>; Larry Guzick <LGuzick@huntoil.com>; Bill Osborn <BOsborn@huntoil.com>; H L Tompkins
Sent: Fri Jul 23 10:13:29 2010
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

Mr. Tompkins, have you had a chance to review the attached memo so that you can send us confirmation of our delay rental payment on behalf of South Texas Syndicate Trust?

Thanks in advance.

From: Melissa F Montanez [mailto:melissa.f.montanez@jpmorgan.com]
Sent: Wednesday, July 21, 2010 10:43 AM
To: Leverne Hearn
Cc: Bill Rex; Larry Guzick; Bill Osborn; H L Tompkins
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX

H.L. Tompkins is the Property Manager for South Texas Syndicate. I have copied him on this email. Thank you.

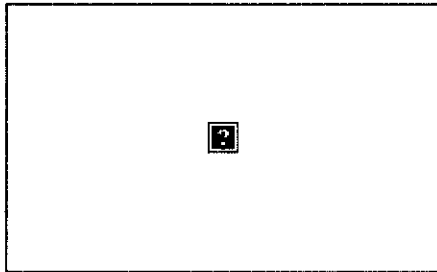
From: Leverne Hearn [mailto:LHearn@huntoil.com]
Sent: Wednesday, July 21, 2010 10:21 AM
To: Melissa F Montanez
Cc: Bill Rex; Larry Guzick; Bill Osborn
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

HUNT003007

Thanks in advance.



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HUNT003008

From: [H L Tompkins](#)
To: [Bill Osborn](#)
Cc: [Jason R Beck](#)
Subject: RE: "Pooling" amendment
Date: Friday, December 17, 2010 5:57:03 PM
Attachments: [image001.png](#)

Bill:

Happy Holiday wishes to you as well, enjoy your time away.

Reading over the amendment to oil and gas lease I find no readily apparent objection.

When you return, Jason and I will have had a conversation on the topic and should be prepared to execute and close the transaction prior to year end.

Thank you again for your effort and patience on this matter.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931

Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Friday, December 17, 2010 9:27 AM
To: H L Tompkins; H L Tompkins
Cc: Jason R Beck
Subject: "Pooling" amendment

H.L & Jason,

Attached below is the "pooling" amendment that was sent to you in November. This document is reflective of our verbal agreement to amend the description of two separate leases in order to incorporate lands from one lease into another. It is important that we get this squared away in the near future due to the fact that a rental payment is due in February on a portion of the lands that are involved in this amendment. Furthermore, we are scheduling a rig to be in the area in the first quarter of next year and the first proposed well would require the amendment to be executed. I would appreciate your review of the proposal and any changes that you may request at your earliest convenience. I will be out of the office from 12/20 – 12/27 returning on 12/28. I hope you all have a great holiday season and I look forward to hearing from you soon.

Take Care,

Bill

HUNT003009

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, November 16, 2010 1:05 PM
To: 'h.l.tompkins@jpmorgan.com'; 'H L Tompkins'
Cc: Larry Guzick
Subject: "Pooling" amendment

<<jpmorganletterofunderstandingwexhibit11-16.doc>> <<stsamendmentpooling11-9-10.doc>>

H.L.

I have made some format and verbiage revisions to the "pooling" amendment. You will find attached a letter of understanding that includes "Exhibit A", which is a copy of the amendment to the oil and gas lease.

Also, I have attached the amendment itself. Please review and let us know your thoughts. We reserve the right to make additional revisions.

Thanks for your consideration.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT003010

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HUNT003011

From: Bill Osborn
To: "H.L. Tompkins"
Subject: Sorry
Date: Tuesday, August 10, 2010 9:21:03 AM
Attachments: H.L.TompkinsCA.doc

Here is the Confidentiality Agreement

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003012



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8563
Fax: 214-978-8673

August 10, 2010

JPMorgan Chase Bank, N.A.
Oil and Gas Management
c/o H.L. Tompkins
P.O. Box 2605
Fort Worth, Texas 76113

Re: STS A-1391 #1H
Daily Drilling Report

CONFIDENTIALITY AGREEMENT

In connection with the oil and gas lease dated July 25, 2006 and recorded in Volume 459, Page 53 in LaSalle County, Texas ("lease") between South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee("you") and Broad Oak Energy, Inc. and its assignee Hunt Oil Company ("Hunt") concerning your direct or indirect interest in that certain lease and the STS A-1391 #1H well. You are being furnished certain information (hereinafter referred to as the "Information") which is either non-public, confidential or proprietary in nature which may include, but not necessarily be limited to, geological and geophysical data, maps, models, interpretations, and commercial, contractual and financial information. In consideration of being furnished the information, you agree as follows:

1. JPMorgan Chase Bank, N.A. shall keep the Information strictly confidential and shall not, without Hunt's prior written consent, disclose it in any manner whatsoever, in whole or in part, to any other party, or photocopy or reproduce it in any way, and shall not use it other than in connection with the well information referred to above.
2. The Information shall remain the property of Hunt and you shall, upon Hunt's request, forthwith return to Hunt all of the Information and all copies and other records thereof in your possession, and shall deliver to Hunt or destroy all analyses, compilations, forecasts, studies, or other documents or other materials prepared by you pertaining to the Information.
3. The term "Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this agreement, or (ii) is or becomes available to you on a non-confidential basis from a source, other than Hunt, which is not prohibited from disclosing it to you.
4. You may disclose the Information to the following persons only to the extent necessary to evaluate the STS A-1391 #1H well: (a) your employees, officers and directors who need to know for the purpose of evaluating the Information; (b) any professional consultant retained by you for the purpose of evaluating the Information; provided, however, that you shall be responsible for ensuring that all persons to whom the Information is disclosed

HUNT003013

under this agreement shall keep the Information confidential in accordance herewith, and you shall obtain an advance undertaking of confidentiality from each person to whom any disclosure is made under (a) and (b) above.

5. For a period ending on the date that Hunt voluntarily relinquishes its rights in the Prospect, you shall not attempt, through your employees, former employees or agents to secure any direct or indirect interest in any rights to explore for, develop, or produce oil, gas, or other hydrocarbons from the area included in the Prospect. If, within such period, you acquire any such direct or indirect interest, you shall forthwith notify Hunt and shall offer Hunt the opportunity to acquire up to 100% of such interest at your actual cost. If, within fifteen (15) days after receipt thereof, Hunt has not accepted such offer, the offer shall expire.
6. If you, or anyone to whom you transmit the Information, become legally compelled to disclose any of it, you shall promptly notify Hunt so that Hunt may seek an appropriate remedy and/or waive compliance with this agreement with respect to all portions of the Information. If no such protective order or other remedy is obtained, or if Hunt waives compliance with this agreement, you shall furnish only that portion of the Information which you are advised by written opinion of legal counsel is legally required and shall exercise your best efforts to obtain reliable assurances that confidential treatment will be accorded the Information so disclosed.
7. Neither Hunt nor its officers, directors, employees, or other representatives make any representations or warranties, express or implied, as to the quality, accuracy, or completeness of any of the Information, and, without limiting the foregoing, you expressly acknowledge the inherent risk of error in the acquisition, processing and interpretation of geological and geophysical data. Neither Hunt nor its officers, directors, employees or other representatives shall have any liability whatsoever, REGARDLESS OF ANY CAUSE OR OF ANY FAULT INCLUDING BUT NOT LIMITED TO ANY ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OF HUNT, ITS OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES with respect to any use of the Information by you or any party to whom you disclose the Information.
8. The term "Hunt" as used herein includes Hunt and all its Affiliates. The terms "you" and "yours" as used herein includes you and all your Affiliates. The term "Affiliates" includes any corporation, partnership, trust or other entity that, to the extent of at least fifty percent (50%) directly or indirectly owns or controls, is owned or controlled by, and/or is under common ownership or control with such party, or is a limited partnership of which such party or other affiliate thereof is a general partner, and, in the case of Hunt Oil Company or any affiliate thereof which is a party hereto, includes descendants of Mrs. H. L. (Ruth Ray) Hunt, and spouses of her descendants and trusts therefore.

HUNT003014

9. This agreement shall be governed by, construed under, and enforced in accordance with the substantive laws of the State of Texas. Every provision of this agreement is intended to be severable. If any provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this agreement.

Very truly yours,

Hunt Oil Company

Bill Osborn
Landman

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 2010.

COMPANY: JPMorgan Chase Bank, N.A., Trustee

By: _____

Name: H.L. Tompkins

Title: _____

HUNT003015

From: Bill Osborn
To: "h.l.tompkins@ipmorgan.com"; "H.L.Tompkins"
Subject: "Pooling" Amendment
Date: Tuesday, November 30, 2010 7:39:14 AM

H.L.,

I hope you had a great thanksgiving. I was hoping you have had a chance to review the "pooling" amendment that I sent you a couple of weeks ago.

I am interested to hear your thoughts and any revisions that you would like to make. If you need me to send it to you again let me know.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003016

From: [Bill Osborn](#)
To: ["h.t.tompkins@jpmorgan.com"](mailto:h.t.tompkins@jpmorgan.com)
Subject: Well Plat
Date: Monday, June 14, 2010 10:24:51 AM
Attachments: [hunt STS A-1391.pdf](#)

Mr. Tompkins,

Attached is the survey plat of our initial well location.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

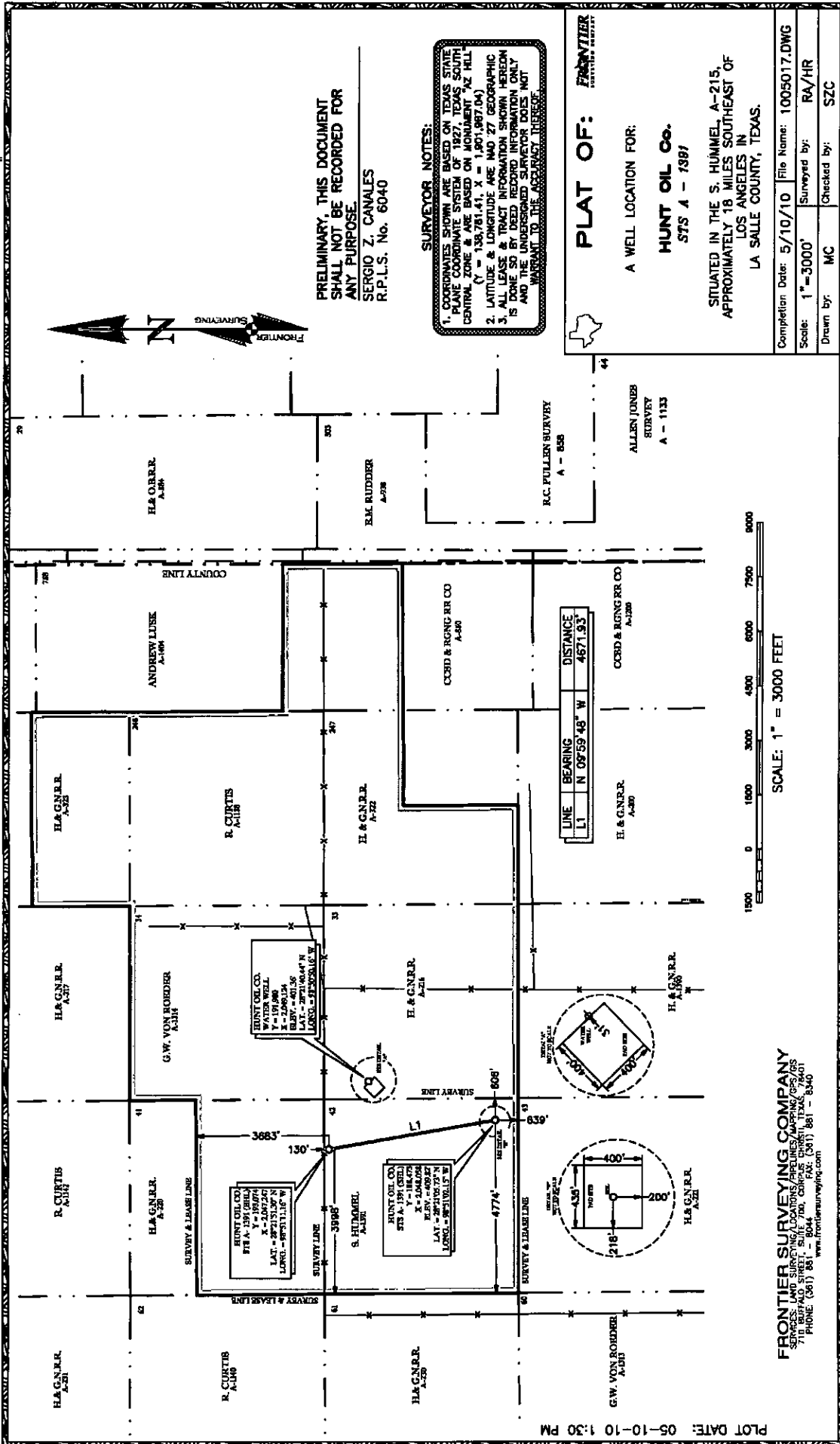
1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003017



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
 SERGIO Z. CANALES
 R.P.L.S. No. 6040

SURVEYOR NOTES:

- COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1927, TEXAS SOUTH CENTRAL ZONE & ARE BASED ON MONUMENT "AZ HILL" (Y = 138,781.41, X = 1,801,887.04)
- LATITUDE & LONGITUDE ARE NAD 27 GEOGRAPHIC
- ALL LEASE & TRACT INFORMATION SHOWN HEREIN IS DONE SO BY DEED RECORD INFORMATION ONLY AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.

PLAT OF: FRONTIER SURVEYING COMPANY

A WELL LOCATION FOR:
HUNT OIL CO.
 STS A - 1987

SITUATED IN THE S. HUMMEL, A-215,
 APPROXIMATELY 18 MILES SOUTHEAST OF
 LOS ANGELES IN
 LA SALLE COUNTY, TEXAS.

Completion Date:	5/10/10	File Name:	1005017.DWG
Scale:	1"=3000'	Surveyed by:	RA/HR
Drawn by:	MC	Checked by:	SZC

SCALE: 1" = 3000 FEET

FRONTIER SURVEYING COMPANY
 SERVICES: LAND SURVEYING, LOCATIONS, PIPELINES, MAPPING, GPS/GS
 710 BUFFALO STREET, SUITE 700, CORPUS CHRISTI, TEXAS 78401
 PHONE: (361) 881-8811 FAX: (361) 881-8840
 www.frontiersurveying.com

PLAT DATE: 05-10-10 1:30 PM

From: [Bill Osborn](#)
To: ["H.L. Tompkins"](#)
Subject: RE: STS Leases
Date: Friday, September 17, 2010 8:07:33 AM
Attachments: [image002.gif](#)

H.L.,
Were you able to check your calendar and determine a time and place to meet on Monday?

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Wednesday, September 15, 2010 2:13 PM
To: Bill Osborn
Subject: RE: STS Leases

Mr. Osborn:

Yes, you have made much effort to address the issue of pooling the STS Leases.

We continue to have concern as to your approach.

May we set aside Monday, September 20, 2010 for a time when you and I may meet to discuss the matter.

Again, thank you for your considerable patience and determination.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 713-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Thursday, September 09, 2010 9:06 AM
To: H L Tompkins
Cc: H L Tompkins
Subject: STS Leases

HUNT003019

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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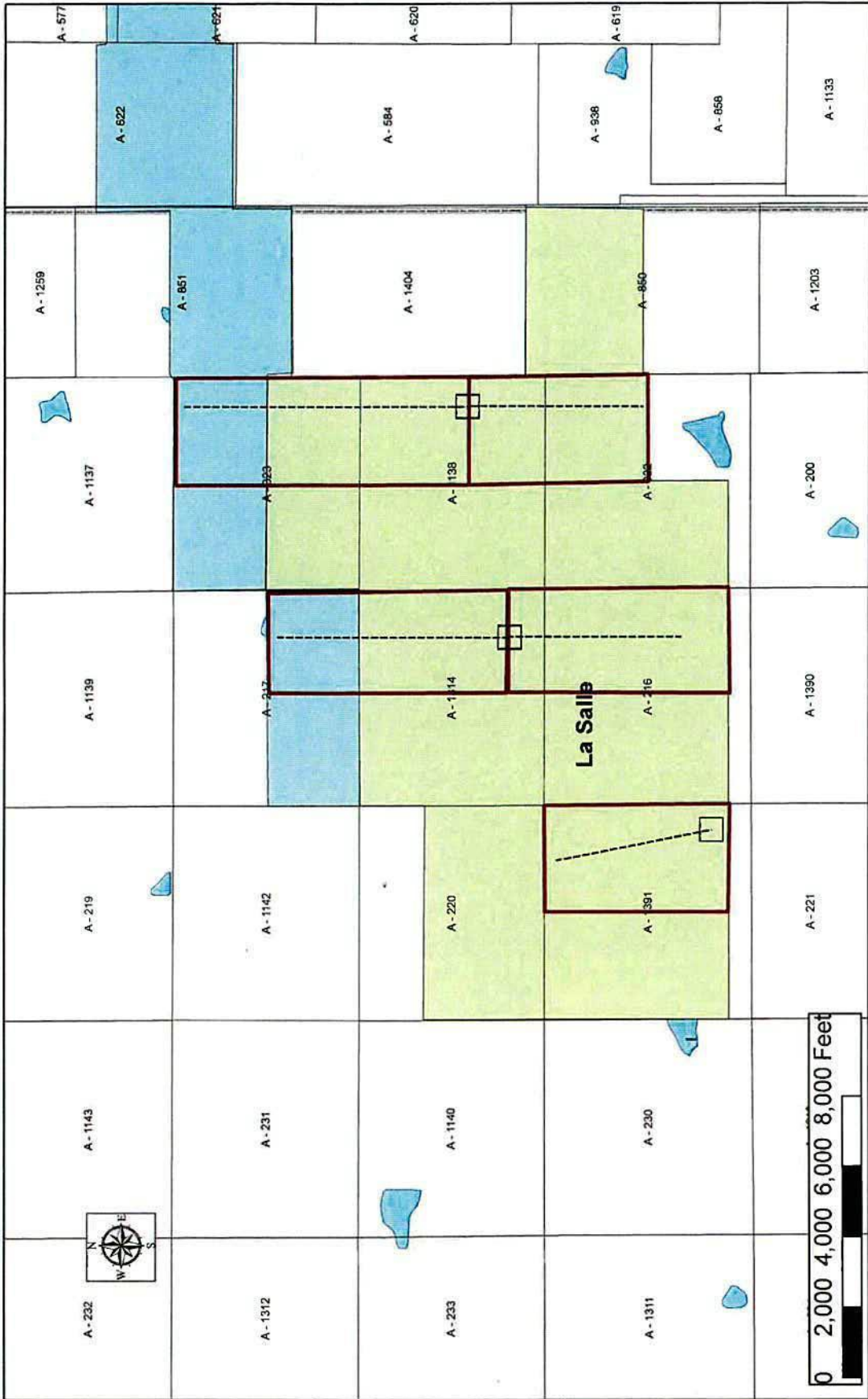
From: [Bill Osborn](#)
To: ["h.l.tompkins@jpmorgan.com"](mailto:h.l.tompkins@jpmorgan.com)
Cc: ["H.L. Tompkins"](#)
Subject: Hunt Oil Company Locations
Date: Wednesday, September 01, 2010 3:34:49 PM
Attachments: [20100901152224.pdf](#)

Mr. Tompkins,

Attached is a plat of well locations on our STS leases. As you can see we need to pool the leases. Please respond to my proposal to amend the lease to include pooling privileges at your earliest convenience.

Regards,
Bill Osborn
214-978-8835

HUNT003021



0 2,000 4,000 6,000 8,000 Feet

From: [Bill Osborn](#)
To: "H.L. Tompkins"
Subject: RE: Notice and Consent to Assign
Date: Friday, May 07, 2010 1:24:11 PM
Attachments: [boeassignment.pdf](#)
[boeamendmenttoassign.pdf](#)
[image002.gif](#)

Mr. Tompkins,
Attached is the Assignment from Broad Oak Energy into Hunt and Bass. Also is the Amendment to the Assignment that includes the 173 acre STS "A" No. 1 Well.

Thank you for getting the Notice and Consent to assign back to us. We will talk soon.

Bill

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Friday, May 07, 2010 12:29 PM
To: Bill Osborn
Cc: Melissa F Montanez
Subject: RE: Notice and Consent to Assign

Mr. Osborn:

Attached is a PDF containing my execution of the Notice and Consent to Assign you seek. May I request a copy of the subject Assignment and the Amendment thereto?

I look forward to working with you and your Assigns.

Per our conversation I understood electronic transmittal would suffice. Should you require a signed original delivered via USPS, please let me know.

It was a pleasure to discuss with you and Mr. Guzick matters surrounding your planned well upon the STS minerals. All the best in that effort.

HLT

H.L.Tompkins, CPL



HUNT003023

H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Thursday, May 06, 2010 3:07 PM
To: H L Tompkins
Subject: Notice and Consent to Assign

<<consenttoassign.pdf>>

Mr. Tompkins,

Thank you again for your time today.

Attached is the notice and consent to assign document that we discussed earlier. If you will please sign and email back to me at your earliest convenience I would appreciate it.

I will get a letter to you discussing our other matters related to lease amendments soon.

Take Care,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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RET

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83905

65460

ASSIGNMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF McMULLEN §
AND LASALLE §

Broad Oak Energy, Inc., whose address is 1755 Wittington Place, Suite 500, Dallas, TX 75234 (hereinafter called "**ASSIGNOR**"), for and in consideration of the sum of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, ASSIGN, AND CONVEY unto **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102 (hereinafter collectively called "**ASSIGNEE**"), effective as of October 1, 2009, at 7:00 o'clock, A.M., at the location of the Assets, (the "Effective Date"), all of **ASSIGNOR'S** right, title and interest in and to the following (collectively, the "Assets"):

- A. The oil and gas leases and interests described on Exhibit "A" (the "Leases"), subject, however, to the reservations, agreements and other matters, if any, set forth in the specific descriptions of said leases and interests in Exhibit "A;"
- B. The original land file(s) maintained by **ASSIGNOR** relative to and in connection with the Leases, provided that **ASSIGNOR** shall be entitled to make and retain copies thereof to the extent it elects to do so.

I.

A. As of the Effective Date, **ASSIGNEE**, covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express and/or implied) which are binding upon **ASSIGNOR** that relate to or are attributable to the Assets, from and after the Effective Date, including, but not limited to, lease terms, other leasehold burdens, applicable governmental orders, statutes, regulations and

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v2 475 PAGES 213

HUNT003026

ordinances, and all other valid recorded and unrecorded agreements, contracts and instruments affecting the Assets. Without limiting the generality of the foregoing, **ASSIGNEE** covenants and agrees, as of the Effective Date, to assume **ASSIGNOR'S** obligations, if any, to properly and timely plug and abandon any and all wells now or hereafter located on or appurtenant to the Assets regardless of the date such wells were abandoned.

B. **ASSIGNEE** agrees to **RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR**, and its officers, directors, employees, partnerships, affiliate and subsidiary corporations, from and against any and all claims, demands, liabilities, losses, damages or penalties directly or indirectly relating to or arising from the obligations, liabilities, duties and environmental conditions attributable to ownership and/or operation of the Assets from and after the Effective Date and/or as otherwise expressly assumed by **ASSIGNEE** herein.

C. **ASSIGNOR** agrees to **RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNEE**, and its officers, directors, employees, partnerships, affiliate and subsidiary corporations, from and against any and all claims, demands, liabilities, losses, damages or penalties directly or indirectly relating to or arising from the obligations, liabilities, duties and environmental conditions attributable to **ASSIGNOR'S** ownership and/or operation of the Assets prior to the Effective Date, save and except for the obligations, liabilities and duties expressly assumed by **ASSIGNEE** in Article I.A. herein.

II.

A. **ASSIGNEE** acknowledges and agrees that, prior to its acceptance of this Assignment, it has been given adequate and timely access to and has had access to the Assets, **ASSIGNOR'S** records relating to the Assets, and public records regarding the Assets, and that **ASSIGNOR** has encouraged **ASSIGNEE** to conduct an Environmental Assessment of the Assets (including a physical inspection of the Assets) and to review **ASSIGNOR'S** records and public records regarding the Assets. **ASSIGNEE HAS RELIED SOLELY ON THE BASIS OF ITS OWN INDEPENDENT INVESTIGATION OF THE ASSETS. ACCORDINGLY, NOTWITHSTANDING ANYTHING THAT MAY BE CONTAINED HEREIN TO THE CONTRARY OTHER THAN ANY EXPRESS REPRESENTATIONS OR AGREEMENTS CONTAINED HEREIN AND THE SPECIAL WARRANTY OF TITLE PROVIDED PURSUANT TO ARTICLE II. (B) BELOW, ASSIGNEE AGREES, ACKNOWLEDGES AND STIPULATES THAT ASSIGNOR HAS NOT MADE AND THAT ASSIGNEE HAS NOT RELIED UPON, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO: (i) ANY REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS; AND (ii) ANY**

REPRESENTATION OR WARRANTY CONCERNING ANY INFORMATION, DATA OR OTHER WRITTEN MATERIALS FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR. THIS CONVEYANCE OF THE ASSETS IS MADE ON AN "AS IS" AND "WHERE IS" BASIS, AND IS ACCEPTED BY ASSIGNEE ON SUCH BASIS.

B. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED except against the claims and demands of all persons claiming, or to claim the same, or any part thereof by, through or under Assignor, but not otherwise. Any covenants or warranties implied by statute or law by the use of the words "transfer", "grant", "bargain", "sell", "convey", "assign", or "deliver", or other similar words appearing in this instrument, are hereby expressly restrained, disclaimed, waived, and negated.

C. The parties hereto stipulate and agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Section are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.

D. ASSIGNOR will deliver all such other and additional instruments, notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to ASSIGNEE of its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

III.

This Assignment and the terms and obligations contained herein shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE and their respective heirs, successors and assigns, and shall constitute covenants running with the land. All provisions herein are solely and exclusively for the benefit of ASSIGNOR and ASSIGNEE and their successors and assigns, and no other person shall be deemed a beneficiary or have standing to require the satisfaction of their terms.

IV.

This instrument may be executed in multiple counterparts and each of which as so executed shall be given the effect of the execution of an original instrument. Such executed counterparts may be consolidated into a single instrument by combining the signature pages and acknowledgments thereto and the executing parties hereto acknowledge and agree that such instrument shall be treated and given effect for all purposes as a single instrument. Provided, this instrument shall not be binding unless and until each of the named parties has executed and delivered same or a counterpart thereof.

V.

This Assignment is executed pursuant and incident to that Offer to Purchase dated October 8, 2009, from Hunt Oil Company and BOPCO, L.P. to Broad Oak Energy, Inc. as amended by letter dated October 15, 2009 and shall be subject to the terms and provisions contained therein. The terms and provisions of such Offer to Purchase as amended are hereby incorporated herein and made a part hereof.

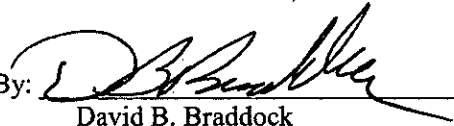
VI.

Each of the parties hereto expressly warrants and represents, and does hereby affirm and stipulate, that no representation, promise or agreement, or statement of a past or existing fact, not expressed in the written agreement, was made to induce the execution of same. Furthermore, the parties hereto do each expressly warrant and represent, and do hereby affirm and stipulate, that they have not relied upon any representation, promise or agreement, or statement of a past or existing fact, which is not expressed in this written agreement. Each of the parties hereto is relying upon its own judgment, and each of the parties has been represented by counsel of its own choice and selection, who have negotiated this agreement on its own behalf, and who have read and explained this agreement to them, including but not limited to this provision. Each of the parties hereto recognize that this paragraph is binding, as a matter of law and fact, and shall preclude them from asserting that they were wrongfully induced to enter into this agreement by any representation, promise or agreement, or statement of a past or existing fact, which is not found within the four (4) corners of this agreement.

EXECUTED on the dates contained in the acknowledgments of this instrument, but to be effective for all purposes as of the Effective Date.


"ASSIGNOR"

BROAD OAK ENERGY, INC.

By:  DAS
David B. Braddock
Chief Executive Officer

"ASSIGNEE"

HUNT OIL COMPANY

LG By: 
Bill Rex
Vice President – U.S. Land and Negotiations

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

KEYSTONE O&G TX, L.P., a Texas limited partnership

By: KEYSTONE O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

LMBI O&G TX, L.P., a Texas limited partnership

By: LMBI O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

"ASSIGNEE"

HUNT OIL COMPANY

By: _____
Bill Rex
Vice President – U.S. Land and Negotiations


BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight, Vice President 


KEYSTONE O&G TX, L.P., a Texas limited partnership

By: KEYSTONE O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight, Vice President 

LMBI O&G TX, L.P., a Texas limited partnership

By: LMBI O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight, Vice President 



SRBI O&G TX, L.P., a Texas limited partnership

By: SRBI O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: 
W. Frank McCreight, Vice President 

THRU LINE O&G TX, L.P., a Texas limited partnership

By: THRU LINE O&G TX GENPAR, L.L.C., a Texas limited liability company, general partner

By: 
W. Frank McCreight, Vice President 

Acknowledgments

STATE OF TEXAS §

COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of October, 2009, within my jurisdiction, the within named DAVID B. BRADDOCK, who acknowledged that he is CHIEF EXECUTIVE OFFICER of BROAD OAK ENERGY, INC., a DELAWARE corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.



[Handwritten Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2009, within my jurisdiction, the within named Bill Rex, who acknowledged that he is Vice President – U.S. Land and Negotiations, of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

Acknowledgments

STATE OF TEXAS §

COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of October, 2009, within my jurisdiction, the within named DAVID B. BRADDOCK, who acknowledged that he is CHIEF EXECUTIVE OFFICER of BROAD OAK ENERGY, INC., a DELAWARE corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of OCTOBER, 2009, within my jurisdiction, the within named Bill Rex, who acknowledged that he is Vice President – U.S. Land and Negotiations, of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.



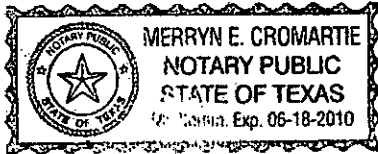
April K. Garcia
Notary Public in and for the State of Texas

VOL. 489 PAGE 95

vs. 475-221

STATE OF TEXAS §
§
COUNTY OF TARRANT §

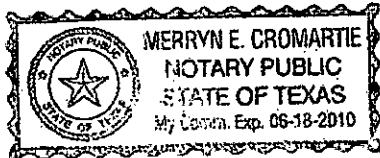
This instrument was acknowledged before me on this 16th day of October, 2009, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.



Meryn E. Cromartie
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

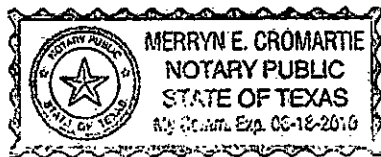
This instrument was acknowledged before me on this 16th day of October, 2009, by W. Frank McCreight, Vice President of KEYSTONE O&G TX GENPAR, L.L.C., in its capacity as the general partner of KEYSTONE O&G TX, L.P., on behalf of said limited partnership.



Meryn E. Cromartie
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

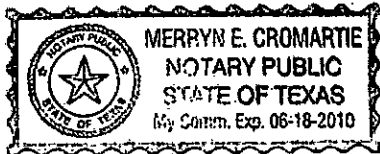
This instrument was acknowledged before me on this 16th day of October, 2009, by W. Frank McCreight, Vice President of LMBI O&G TX GENPAR, L.L.C., in its capacity as the general partner of LMBI O&G TX, L.P., on behalf of said limited partnership.



Meryn E. Cromartie
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

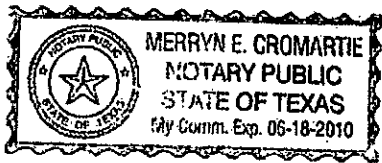
This instrument was acknowledged before me on this 16th day of October, 2009, by W. Frank McCreight, Vice President of SRBI O&G TX GENPAR, L.L.C., in its capacity as the general partner of SRBI O&G TX, L.P., on behalf of said limited partnership.



Meryn E. Cromartie
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 16th day of October, 2009, by W. Frank McCreight, Vice President of THRU LINE O&G TX GENPAR, L.L.C., in its capacity as the general partner of THRU LINE O&G TX, L.P., on behalf of said limited partnership.



Meryn E. Cromartie
Notary Public in and for the State of Texas

Attached to and made a part of that certain Assignment between Broad Oak and Hunt Oil Company, et al dated effective October 1, 2009.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation (amended later to be owned by Broad Oak Energy, Inc.)
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres); **LESS AND EXCEPT HOWEVER AND THERE IS SPECIFICALLY EXCLUDED HEREFROM THE N/2 OF THE EAST 346.94 ACRES OF SECTION 6, M.E. LANE SURVEY, A-620 CONTAINING 173.47 ACRES ALONG WITH THE BROAD OAK ENERGY, INC. STS "A" NO. 1 WELL.**
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas

VOL. 489 PAGE 98

-10-

vs. 475-224

HUNT003037

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil
and Gas Lease in Volume 451, Page 297, Deed Records, McMullen
County, Texas

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L
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A
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E

VOL. 489 PAGE 99

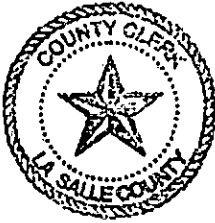
-11-

VOL. 475 PAGE 225

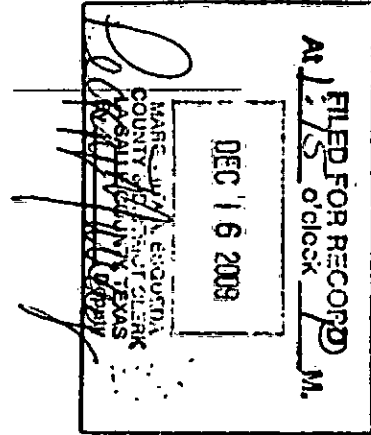
HUNT003038

THE STATE OF TEXAS
COUNTY OF LA SALLE

I CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE
DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS
DULY RECORDED IN THE VOLUME AND PAGE OF THE
Deed RECORDS OF LA SALLE COUNTY,
TEXAS AS STAMPED HEREON BY ME.



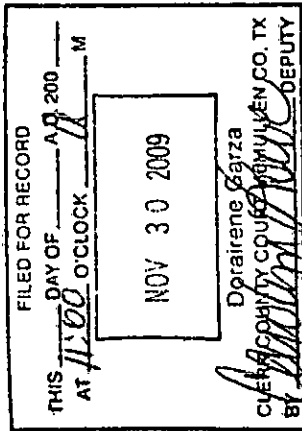
Margarita A. Garza
COUNTY CLERK
LA SALLE COUNTY, TEXAS
Deputy



63505

53710 = 65

65460



After Recording please return to:
Susie Maldonado
Hunt Oil Company
1900 North Akard Street
Dallas, TX 75201-2300

THE STATE OF TEXAS
COUNTY OF McMULLEN
I, Dorairene Garza, Clerk of the County Court of said County, do
herby certify that the foregoing instrument of writing, with its
certificate of authentication was filed for record in my office this
day of 11-30-09 A.D. 20
at 11:00 o'clock A.M., and duly recorded the
day of 11-30-09 A.D. 20 at 15 o'clock M.M.,
in the 115 Volume 435 Records of said County, in
Witness my hand and the seal of the County Court of said County
at the office in Tilden, Texas, the day and year last above written.

Dorairene Garza
Dorairene Garza
Clerk, County Court, McMullen County, Texas

HUNT003039

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO PRIOR ASSIGNMENT

State: Texas

Counties: McMullen and La Salle

Assignor: Broad Oak Energy, Inc.
1755 Wittington Place, Suite 500
Dallas, TX 75234

Assignee: Hunt Oil Company 50.000%
(whether one or more) 1900 N. Akard Street
Dallas, TX 75201-2300

BMT O&G TX, L.P. 12.500%
CMB O&G TX, L.P. 2.34375%
TRB O&G TX, L.P. 2.34375%
ACB O&G TX, L.P. 2.34375%
MLB O&G TX, L.P. 2.34375%
ARBGT (LMB) O&G TX, L.P. 9.375%
ARBGT (SRB) O&G TX, L.P. 9.375%
EPB Eagleford TX, L.P. 9.375%
201 Main Street, Suite 3100
Fort Worth, TX 76102

Effective Date: October 1, 2009, at 7:00 a.m., CST

Assignor executed and delivered to Hunt Oil Company, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P., and Thru Line O&G TX, L.P., Assignee that assignment which is recorded in Volume 475, Pages 213-225 of the Deed Records of McMullen County, Texas and Volume 489, Page 87 of the Deed Records of La Salle County, Texas (hereinafter "the Assignment") to be effective as of the Effective Date.

Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P., and Thru Line O&G TX, L.P. executed and delivered to BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G, TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P.,

Ne 4/30/09

ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. and EPB Eagleford TX, L.P. that certain assignment which will be recorded in the Deed Records of McMullen County, Texas and La Salle County, Texas, to be effective as of December 31, 2009.

Assignee owns the Assets (as defined in the Assignment) in the percentages stated above, and Assignor and Assignee now desire to amend the Assignment to include additional lands and the well and well equipment on said additional lands.

For adequate consideration, Assignor agrees with Assignee that the description of the Assets contained in and covered by the Assignment is amended so that the Assets covered by the Assignment, as amended hereby, shall be as follows:

- A. The oil and gas leases and interests described on Exhibit "A" (the Leases"), subject, however, to the reservations, agreements and other matters, if any, set forth in the specific descriptions of said leases and interests in Exhibit "A;"
- B. The original land and well file(s) maintained by Assignor relative to and in connection with the Leases, provided that Assignor shall be entitled to make and retain copies thereof to the extent it elects to do so;
- C. The well described on Exhibit "B;"
- D. Any and all presently existing pooling and unitization agreements and the units created thereby which are described in Exhibit "A" or relate to any of the Leases or to the production of oil, gas and other hydrocarbons from or attributable to the Leases;
- E. All presently existing operating and oil and gas sales and processing contracts and agreements, if any, and all other contracts, agreements and instruments which are described or referred to in Exhibit "A" or which relate to any of the Leases (or properties pooled or unitized therewith) or to the production of oil, gas and other hydrocarbons from or attributable to the Leases (or properties pooled or unitized therewith);
- F. The personal property, easements, permits and rights-of-way situated upon or used or useful or held for future use solely in connection with the exploration, development or operation of the Leases, or any pooled or unitized area which includes any lands subject to the Leases, or any pooled or unitized area which includes any lands subject to the Leases, or the production, treating, storing or transportation of oil, gas or other hydrocarbons, including, but not by way of limitation, all wells, casing, tubing, tanks, lines, roads and other appurtenances (excepting, however,

any equipment not customarily known as operating or production equipment);

For adequate consideration, Assignor agrees with Assignee that the Assignment is further amended as follows:

1. The title of "ASSIGNMENT" is deleted and is replaced by "ASSIGNMENT AND BILL OF SALE."
2. Exhibit "A," as attached hereto is substituted for Exhibit "A" as attached to and incorporated within the Assignment as the Assignment was originally executed, delivered and recorded.
3. Exhibit "B," as attached hereto, shall be attached to and incorporated within the Assignment, as amended hereby.
4. Article I.A., I.B. and I.C. of the Assignment as originally executed, delivered and recorded is deleted and replaced by the following:

"A. As of the Effective Date, ASSIGNEE, covenants and agrees to assume, pay for, perform and comply with all duties, liabilities, and obligations (express and/or implied) which are binding upon ASSIGNOR that relate to or are attributable to the Assets, from or after the Effective Date, including, but not limited to, lease terms, other leasehold burdens, applicable governmental orders, statutes, regulations and ordinances, and all other valid recorded and unrecorded agreements, contracts and instruments affecting the Assets. Without limiting the generality of the foregoing, ASSIGNEE covenants and agrees, as of the Effective Date, to assume ASSIGNOR'S obligations, if any, to properly and timely plug and abandon any and all wells hereafter drilled by ASSIGNEE on or appurtenant to the Assets regardless of the date such wells were or are abandoned. Further, ASSIGNEE covenants and agrees, as of the Effective Date, to assume ASSIGNOR'S obligations, if any, to properly and timely plug and abandon the well described in Exhibit "B."

"B. ASSIGNEE agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR, and its officers, directors, employees, partnerships, affiliate and subsidiary corporations, from and against any and all claims, demands, liabilities, losses, damages or penalties: (i) directly or indirectly relating to or arising from the obligations, liabilities, duties and environmental conditions attributable to ownership and/or operation of the well described in Exhibit "B", without regard to whether the acts,

omissions, events or circumstances alleged as giving rise to the alleged obligation, liability, duty or environmental condition occurred before, at and after the Effective Date, (ii) directly or indirectly relating to or arising from the obligations, liabilities, duties and environmental conditions attributable to ownership and/or operation of the Assets (other than the well described in Exhibit "B" and covered by subpart (i) immediately above) from or after the Effective Date, and/or (ii) as otherwise expressly assumed by ASSIGNEE herein, if any.

"C. ASSIGNOR agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNEE, and its officers, directors, employees, partnerships, affiliate and subsidiary corporations, from and against any and all claims, demands, liabilities, losses, damages or penalties(i) directly or indirectly relating to or arising from the obligations, liabilities, duties and environmental conditions attributable to ASSIGNOR'S ownership and/or operation of the Assets prior to the Effective Date, save and except for the obligations, liabilities, duties, and environmental conditions, expressly assumed by ASSIGNEE in Articles I.A and I.B herein, and/or (ii) as otherwise expressly assumed by ASSIGNOR herein, if any."

For adequate consideration, Assignor agrees with Assignee that the Assignment is still further amended as follows:

Article V. of the Assignment is deleted and is replaced with:

"This Amendment is executed pursuant and incident to that Offer to Purchase dated October 8, 2009, from Hunt Oil Company and BOPCO, L.P. to Broad Oak Energy, Inc. (the "Offer to Purchase"), as amended by letter agreement dated October 15, 2009 (the "Letter Agreement"); provided, it is understood, agreed and stipulated that all rights, entitlements, duties and obligations incident to the transaction giving rise to that letter agreement, as amended, and to this Assignment, are merged into this Assignment as the sole surviving agreement binding upon the parties."

This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Lessor and Lessee.

This Amendment is signed by Assignor and Assignee as of the date of the acknowledgments of their signatures below, but is effective for all purposes as of the Effective Date stated above.

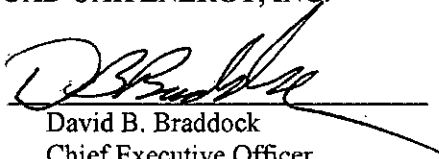
Each of the parties hereto expressly warrants and represents, and does hereby affirm and stipulate, that no representation, promise or agreement, or statement of a past or existing fact, not expressed in the written agreement, was made to induce the execution of same. Furthermore, the parties hereto do each expressly warrant and represent, and do hereby affirm and stipulate, that they have not relied upon any representation, promise or agreement, or statement of a past or existing fact, which is not expressed in this written agreement. Each of the parties hereto is relying upon its own judgment, and each of the parties has been represented by counsel of its own choice and selection, who have negotiated this agreement on its own behalf, and who have read and explained this agreement to them, including but not limited to this provision. Each of the parties hereto recognize that this paragraph is binding, as a matter of law and fact, and shall preclude them from asserting that they were wrongfully induced to enter into this agreement by any representation, promise or agreement, or statement of a past or existing fact, which is not found within the four (4) corners of this agreement.

This Amendment to Prior Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

"ASSIGNOR"

BROAD OAK ENERGY, INC.

By:


David B. Braddock
Chief Executive Officer

*DOB
DAS*

"ASSIGNEE"

HUNT OIL COMPANY

By: _____

Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____

W. Frank McCreight, Vice President

Each of the parties hereto expressly warrants and represents, and does hereby affirm and stipulate, that no representation, promise or agreement, or statement of a past or existing fact, not expressed in the written agreement, was made to induce the execution of same. Furthermore, the parties hereto do each expressly warrant and represent, and do hereby affirm and stipulate, that they have not relied upon any representation, promise or agreement, or statement of a past or existing fact, which is not expressed in this written agreement. Each of the parties hereto is relying upon its own judgment, and each of the parties has been represented by counsel of its own choice and selection, who have negotiated this agreement on its own behalf, and who have read and explained this agreement to them, including but not limited to this provision. Each of the parties hereto recognize that this paragraph is binding, as a matter of law and fact, and shall preclude them from asserting that they were wrongfully induced to enter into this agreement by any representation, promise or agreement, or statement of a past or existing fact, which is not found within the four (4) corners of this agreement.

This Amendment to Prior Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

"ASSIGNOR"

BROAD OAK ENERGY, INC.

By: _____
David B. Braddock
Chief Executive Officer

"ASSIGNEE"

HUNT OIL COMPANY

LG By: Roy Easley
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

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This Amendment to Prior Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

"ASSIGNOR"

BROAD OAK ENERGY, INC.

By: _____
David B. Braddock
Chief Executive Officer

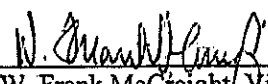
"ASSIGNEE"

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By:  _____
W. Frank McCreight, Vice President 

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President


MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: W. Frank McCreight
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

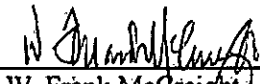
By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner


By: 

W. Frank McCreight
Vice President 

ARBGT (SRB) O&G TX, L.P.

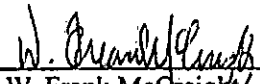
By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner


By: 

W. Frank McCreight
Vice President 

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: 

W. Frank McCreight
Vice President 

Acknowledgments

STATE OF TEXAS

§

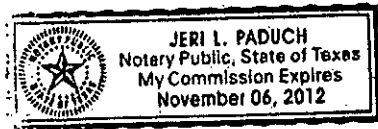
COUNTY OF DALLAS

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of April, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.



Jeri L. Paduch
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF DALLAS

§

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Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of APRIL, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.



Twinkle Gloria Lam

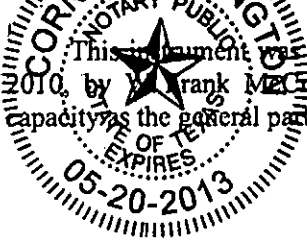
Notary Public in and for the State of Texas

STATE OF TEXAS

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CORNELL ADDINGTON
COUNTY OF TARRANT
NOTARY PUBLIC

This instrument was acknowledged before me on this 27th day of April, 2010, by Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.



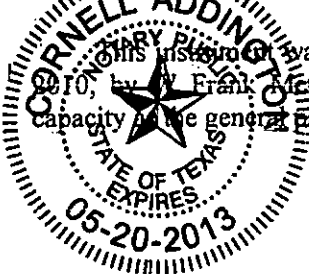
Cornell Addington
Notary Public in and for the State of Texas

STATE OF TEXAS

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CORNELL ADDINGTON
COUNTY OF TARRANT
NOTARY PUBLIC

This instrument was acknowledged before me on this 27th day of April, 2010, by Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.



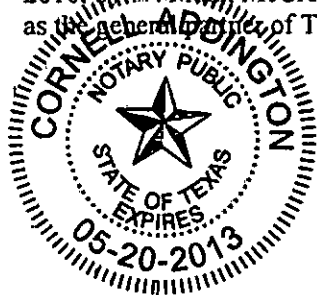
Cornell Addington
Notary Public in and for the State of Texas

STATE OF TEXAS

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CORNELL ADDINGTON
COUNTY OF TARRANT
NOTARY PUBLIC

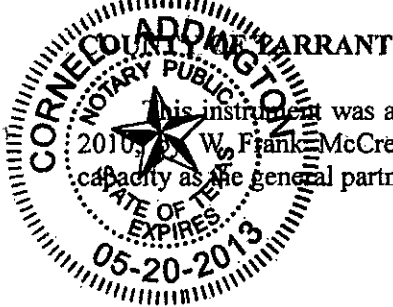
This instrument was acknowledged before me on this 27th day of April, 2010, by Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.



Cornell Addington
Notary Public in and for the State of Texas

STATE OF TEXAS

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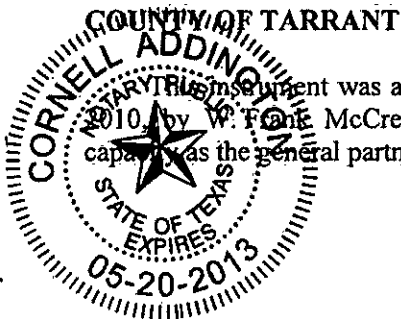
COUNTY OF TARRANT

This instrument was acknowledged before me on this 27th day of April, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Cornell Addison
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

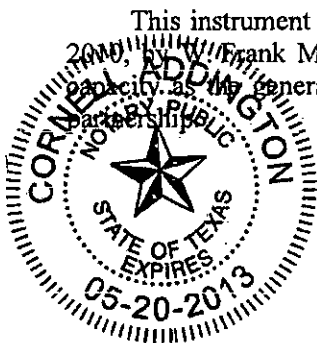
This instrument was acknowledged before me on this 27th day of April, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Cornell Addison
Notary Public in and for the State of Texas

STATE OF TEXAS

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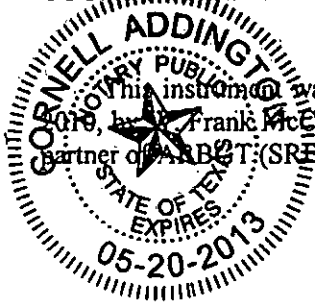
COUNTY OF TARRANT



This instrument was acknowledged before me on this 27th day of April, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Cornell Addison
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on this 27th day of April 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Cornell Addington
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on this 27th day of April 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Cornell Addington
Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO PRIOR
ASSIGNMENT between Broad Oak and Hunt Oil Company, et al
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in La Salle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, La Salle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in La Salle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, La Salle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in La Salle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, La Salle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation (amended later to be owned by Broad Oak Energy, Inc.)
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

EXHIBIT "B"

**Attached to and made a part of that certain AMENDMENT TO PRIOR ASSIGNMENT
between Broad Oak and Hunt Oil Company, et al
dated effective October 1, 2009.**

<u>WELL NAME</u>	<u>WI</u>	<u>NRI</u>
STS "A" No. 1 Well API No. 42-311-33967	100%	75%

From: [Bill Osborn](mailto:Bill.Osborn)
To: "h.l.tompkins@jpmorgan.com"; "H.L.Tompkins"; "jason.r.beck@jpmorgan.com"
Cc: [Larry Guzick](mailto:Larry.Guzick)
Subject: Hunt Amendment
Date: Friday, October 15, 2010 3:10:31 PM
Attachments: [Amendment to STS Lease Oil and Gas Lease9-20-10.DOC](#)

H.L.,

I originally sent you this amendment on 9/20. As I mentioned in my email on Wednesday 10/13 we have begun fracing the STS A-1391 #1H well in LaSalle County. It was to our understanding after our meeting on 9/20 that you would approve of amending the lease as to "permitted" RRC field rules and "due diligence".

We are going to be forming units in the very near future and would like to use the permitted RRC field rules to do so.

Attached is the lease amendment that I have proposed and sent to you. If you would please give me a call on Monday I would like to discuss.

Regards,

Bill Osborn

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003056

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.”

3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS

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COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and between South Texas Syndicate Trust and Hunt Oil Company, et al. dated effective October 1, 2009.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [Bill Osborn](mailto:Bill.Osborn)
To: "H.L. Tompkins"; ["h.l.tompkins@ipmorgan.com"](mailto:h.l.tompkins@ipmorgan.com)
Cc: ["jason.r.beck@ipmorgan.com"](mailto:jason.r.beck@ipmorgan.com)
Subject: "Pooling" amendment
Date: Friday, December 17, 2010 9:27:22 AM
Attachments: [ipmorganletterofunderstandingwexhibit11-16.doc](#)
[stsamendmentpooling11-9-10.doc](#)

H.L. & Jason,

Attached below is the "pooling" amendment that was sent to you in November. This document is reflective of our verbal agreement to amend the description of two separate leases in order to incorporate lands from one lease into another. It is important that we get this squared away in the near future due to the fact that a rental payment is due in February on a portion of the lands that are involved in this amendment. Furthermore, we are scheduling a rig to be in the area in the first quarter of next year and the first proposed well would require the amendment to be executed. I would appreciate your review of the proposal and any changes that you may request at your earliest convenience. I will be out of the office from 12/20 – 12/27 returning on 12/28. I hope you all have a great holiday season and I look forward to hearing from you soon.

Take Care,

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, November 16, 2010 1:05 PM
To: 'h.l.tompkins@ipmorgan.com'; 'H L Tompkins'
Cc: Larry Guzick
Subject: "Pooling" amendment

H.L.

I have made some format and verbiage revisions to the "pooling" amendment. You will find attached a letter of understanding that includes "Exhibit A", which is a copy of the amendment to the oil and gas lease.

Also, I have attached the amendment itself. Please review and let us know your thoughts. We reserve the right to make additional revisions.

HUNTO03066

Thanks for your consideration.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003067



11/16/10

HUNT OIL COMPANY

1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
2200 Ross Avenue
TX1-2931
Dallas, Texas 75201

Attention: Mr. H.L. Tompkins

Re: Letter of Understanding

Dear Mr. Tompkins,

The purpose of this letter is to record the understanding and agreement reached between SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee") (Lessor and Lessee collectively, the "Parties"). Whereas the Lessor and Lessee agree to amend the descriptions of the leased premises of two leases, which are detailed in the Amendment to Oil and Gas Lease attached hereto as "Exhibit A";

1. Amendment to the Oil and Gas Leases –The Parties agree that by signing the attached Exhibit "A" the description of the "leased premises" of Lease #1 and Lease #2, described therein, for the purpose of incorporating portions of lands covered by Lease #2 into the "leased premises" of Lease #1 will be amended, thereby making the total leased acreage covered by and described in Lease #1, 4,888.3675 acres, more or less, and the total leased acreage covered by and described in Lease #2, 1,707.555 acres, more or less. Furthermore, the leased acreage incorporated into Lease #1 from Lease #2 will be made a part of and governed by the terms, conditions, covenants and provisions of Lease #1.
2. Compensation due to Lessor by the Lessee in exchange for the execution of the Amendment to Oil and Gas Leases. – Lessee agrees to pay Lessor, upon execution of the Amendment to Oil and Gas Lease, a one time payment of One Hundred Dollars and 00/100 (\$100.00) per net mineral acre for the total amount of net mineral acres being incorporated into Lease #1 from Lease #2. The lands being incorporated from Lease #2 into Lease #1 are tract number nine (9) and tract number ten (10) described in paragraph one (1) of the attached "Exhibit A". Therefore, Lessee shall be due a one time payment of Sixty Six Thousand Three Hundred Sixty Five and 00/100 dollars (\$66,365.00) upon execution of the Amendment to Oil and Gas Lease.
3. All other terms of Lease #1 and Lease #2 will remain the same. Please reflect your acceptance to these terms by executing this agreement in the space provided below.

Very truly yours,

By: _____

Ernie Easley
Senior Vice President – U.S. Gulf of Mexico/Gulf Coast
Exploration and Production

Signed _____, 20__

South Texas Syndicate Trust
JP Morgan Chase Bank, N.A., Trustee

By: _____

H.L. Tompkins
Vice President

Signed _____, 20__

"Exhibit A"

Attached hereto and made a part of the Letter of Understanding dated 11/10/10 between the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee")

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil

& Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: 663.6500 acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: 663.6800 acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: 497.7375 acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

HUNT003075

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lease #1

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lease #2

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil & Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: **663.6500** acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: **663.6800** acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: **497.7375** acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Subject: progress
Date: Monday, June 21, 2010 1:02:40 PM

Mr. Tompkins,

I was hoping there may have been some progress made on the two documents regarding our initial well in LaSalle County.

1. The implementation of the Hawkville field rules as it pertains to well density
2. Extension of the due date of our delay rental payment.

Thanks,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003090

From: [Bill Osborn](#)
To: "h.l.tompkins@jpmorgan.com"
Subject: Well Density Amendment
Date: Friday, June 18, 2010 8:58:12 AM
Attachments: [2010.06.11 - Letter Agreement with JPMorgan \(STS No 1\) regarding well density.DOC](#)

Mr. Tompkins,

I realized after I sent you this document yesterday that the subject heading was incorrect as it related to the purpose of the document. Attached is the corrected version. I will get the document to you via fed ex as well.

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003091



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

June 18, 2010

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
707 Travis
Floor 11 North
Houston, TX. 77002

Re: Well density provisions under that certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX.

Dear Mr. Tompkins:

If this letter agreement is accepted by you, it will serve as our agreement to amend the applicable provisions of the Lease and allow Lessee (as defined below) to use the Proration Formula (as defined below) in determining the well density of and acreage assigned to Lessee's STS No. 1 Well.

On October 1, 2009, Broad Oak Energy assigned all its interests in the Lease to Hunt Oil Company, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., EPB EAGLEFORD TX, L.P. (collectively, "Lessee"). Lessee has the intention of drilling its first well (the "STS No. 1 Well") on the Lease in the near future. The location of the STS No. 1 Well is staked in the S. Hummel Survey 42; Abstract 1391.

The terms of the Lease provide that the amount of acreage entitled to be retained by a horizontal gas well is 160 acres from 6,000 feet to the base of the Buda Formation. The lease also provides that should a governmental authority having jurisdiction prescribe a well density of a greater number of acres, then Lessee shall retain around each such well such number of acres so prescribed.

Final Order No. 01-0263175 of the Texas Railroad Commission established temporary rules for the Hawkville (Eagleford Shale) Field, La Salle County, Texas (the "Hawkville Rules"). The Hawkville Rules prescribe a well density of 320 acres to every horizontal gas well drilled in the Eagleford Shale in La Salle, County Texas. However, the Hawkville Rules also permit a well

Letter Agreement
June 18, 2010

density for horizontal gas wells of greater than 320 acres provided that the following formula (the "Proration Formula") is used in determining the proper assignment of acreage:

$$A = (L \times 0.162429) + 320 \text{ acres}$$

Where: A = calculated area assignable, if available, to a horizontal drainhole for proration purposes rounded up to the next whole number evenly divisible by 40 acres;
L = the horizontal drainhole distance measured in feet between the first take point and the last take point.

The acreage assigned to a horizontal drainhole well shall not exceed 640 acres.

The terms of the Lease do not allow the Lessee to use the Proration Formula to determine well density because its use is not prescribed by the Hawkville Rules. However, because the Proration Formula is a permitted formula under the Hawkville Rules, we view it as an efficient formula to use in developing the leased acreage.

It is our understanding that you are in the process of developing a uniform well spacing and density lease amendment that would be proposed to oil and gas producers under every South Texas Syndicate lease. Pending development of such an amendment, we request the ability to use the Proration Formula in determining the well density of and acreage assigned to the STS No. 1 Well.

By signing below, you agree to allow Lessee to use the Proration Formula in determining the well density of and acreage assigned to the STS No. 1 Well. This agreement will not allow Lessee to use the Proration Formula on any additional wells, such additional wells being subject to the terms of the Lease regarding well density. This agreement hereby amends any contrary provisions of the Lease, insofar as such contrary provisions would apply to the STS No. 1 Well.

This agreement shall terminate upon the earlier to occur of (1) termination of the Lease as to the acreage assigned to the STS No. 1 Well, or (2) plugging and abandonment of the STS No. 1 Well.

With respect to the subject matter hereof, this agreement constitutes the entire agreement of the parties and supersedes all prior written and oral understandings relative thereto. You acknowledge that and hereby ratify the Lease, as amended hereby, is valid and in full force and effect, and for such purpose you hereby grant, lease and let to Lessee all of your interest in and to lands covered by the Lease upon the same terms, conditions and provisions as are contained in the Lease as amended hereby.

If this agreement meets with your approval, please sign and return to us at your earliest convenience.

Thank you in advance for your consideration of and attention to this matter.

Best Regards,

Letter Agreement
June 18, 2010

HUNT OIL COMPANY

By: Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

Agreed to and Accepted this ____ day of _____, 2010

SOUTH TEXAS SYNDICATE, a liquidating Trust
By JPMORGAN CHASE BANK, N.A., TRUSTEE

By: _____

Agreed to and Accepted this ____ day of _____, 2010

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

Letter Agreement
June 18, 2010

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

Letter Agreement
June 18, 2010

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

From: [Bill Osborn](#)
To: ["h.t.tompkins@jpmorgan.com"](mailto:h.t.tompkins@jpmorgan.com)
Subject: Well Density for Hunt Oil Well #1
Date: Thursday, June 17, 2010 3:34:13 PM
Attachments: [2010_06_11 - Letter Agreement with JPMorgan \(STS No 1\) regarding well density.DOC](#)

Mr. Tompkins,

Please review the attached document that refers to using the Hawkville Field Rules formula to calculate well density.

Feel free to call me with any questions or comments.

Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003097



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

June 18, 2010

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
712 Main Street
10th Floor South
Houston, TX. 77002

Re: Delay Rental Payment due on July 25, 2010 under that certain Oil and Gas Lease dated July 25, 2006 between the South Texas Syndicate Trust, JP Morgan Chase Bank, N.A., Trustee, as Lessor, and Broad Oak Energy, Inc., as Lessee, containing 4,224.7175 acres of land, more or less, in LaSalle County, TX, as amended by that certain Amendment of Oil and Gas Lease dated and effective July 16th, 2009 (collectively, the "Lease")

Dear Mr. Tompkins:

If this letter agreement is accepted by you, it will serve as our agreement to amend the applicable provisions of the Lease and allow Lessee (as defined below) to use the Proration Formula (as defined below) in determining the well density of and acreage assigned to Lessee's STS No. 1 Well.

On October 1, 2009, Broad Oak Energy assigned all its interests in the Lease to Hunt Oil Company, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., EPB EAGLEFORD TX, L.P. (collectively, "Lessee"). Lessee has the intention of drilling its first well (the "STS No. 1 Well") on the Lease in the near future. The location of the STS No. 1 Well is staked in the S. Hummel Survey 42; Abstract 1391.

The terms of the Lease provide that the amount of acreage entitled to be retained by a horizontal gas well is 160 acres from 6,000 feet to the base of the Buda Formation. The lease also provides that should a governmental authority having jurisdiction prescribe a well density of a greater number of acres, then Lessee shall retain around each such well such number of acres so prescribed.

Final Order No. 01-0263175 of the Texas Railroad Commission established temporary rules for the Hawkville (Eagleford Shale) Field, La Salle County, Texas (the "Hawkville Rules"). The

Hawkvile Rules prescribe a well density of 320 acres to every horizontal gas well drilled in the Eagleford Shale in La Salle, County Texas. However, the Hawkvile Rules also permit a well density for horizontal gas wells of greater than 320 acres provided that the following formula (the "Proration Formula") is used in determining the proper assignment of acreage:

$$A = (L \times 0.162429) + 320 \text{ acres}$$

Where: A = calculated area assignable, if available, to a horizontal drainhole for proration purposes rounded up to the next whole number evenly divisible by 40 acres;
L = the horizontal drainhole distance measured in feet between the first take point and the last take point.

The acreage assigned to a horizontal drainhole well shall not exceed 640 acres.

The terms of the Lease do not allow the Lessee to use the Proration Formula to determine well density because its use is not prescribed by the Hawkvile Rules. However, because the Proration Formula is a permitted formula under the Hawkvile Rules, we view it as an efficient formula to use in developing the leased acreage.

It is our understanding that you are in the process of developing a uniform well spacing and density lease amendment that would be proposed to oil and gas producers under every South Texas Syndicate lease. Pending development of such an amendment, we request the ability to use the Proration Formula in determining the well density of and acreage assigned to the STS No. 1 Well.

By signing below, you agree to allow Lessee to use the Proration Formula in determining the well density of and acreage assigned to the STS No. 1 Well. This agreement will not allow Lessee to use the Proration Formula on any additional wells, such additional wells being subject to the terms of the Lease regarding well density. This agreement hereby amends any contrary provisions of the Lease, insofar as such contrary provisions would apply to the STS No. 1 Well.

This agreement shall terminate upon the earlier to occur of (1) termination of the Lease as to the acreage assigned to the STS No. 1 Well, or (2) plugging and abandonment of the STS No. 1 Well.

With respect to the subject matter hereof, this agreement constitutes the entire agreement of the parties and supersedes all prior written and oral understandings relative thereto. You acknowledge that and hereby ratify the Lease, as amended hereby, is valid and in full force and effect, and for such purpose you hereby grant, lease and let to Lessee all of your interest in and to lands covered by the Lease upon the same terms, conditions and provisions as are contained in the Lease as amended hereby.

If this agreement meets with your approval, please sign and return to us at your earliest convenience.

Thank you in advance for your consideration of and attention to this matter.

Letter Agreement
June 18, 2010

Best Regards,

HUNT OIL COMPANY

By: Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

Agreed to and Accepted this ____ day of _____, 2010

**SOUTH TEXAS SYNDICATE, a liquidating Trust
By JPMORGAN CHASE BANK, N.A., TRUSTEE**

By: _____

Agreed to and Accepted this ____ day of _____, 2010

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

Letter Agreement
June 18, 2010

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

From: Bill Osborn
To: "h.l.tompkins@jpmorgan.com"
Subject: Well Density & Rental Payment
Date: Thursday, July 15, 2010 9:32:18 AM

Mr. Tompkins,

I know Larry Guzick sent you an email and left you a voice message on Tuesday, July 13 but I am attempting to contact you as well.

Per the proposed letter agreement that I sent to you on 6/18/10 we would appreciate a response to our request for Hunt Oil Company to adopt the Hawkville field rules for our initial well in LaSalle County, TX.

There is a strict deadline for rental payments and we would like to hear from you and/or receive the signed letter agreement by the end of the day before we make our rental payment. We would appreciate your cooperation.

Please contact me at 214-978-8835 or Larry Guzick at 214-978-8563

Thanks.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003103

From: [Bill Osborn](#)
To: "[H.L. Tompkins](#)"
Subject: RE: Amendment
Date: Tuesday, October 26, 2010 8:53:03 AM
Attachments: [Amendment to STS Lease Oil and Gas Lease10-26-10.DOC](#)

H.L.
Attached is the revised amendment.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Tuesday, October 26, 2010 8:31 AM
To: Bill Osborn
Subject: Re: Amendment

Yes, please edit with the prudent operator language and send.

From: Bill Osborn <BOsborn@huntoil.com>
To: H L Tompkins; H L Tompkins
Sent: Tue Oct 26 08:34:43 2010
Subject: Amendment

H.L.,

As I was driving in this morning I was thinking of adding the following to the last paragraph of the Amendment.

Will this work for you ?

However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

This communication is for informational purposes only. It is not intended as an offer or

HUNT003104

solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is **STRICTLY PROHIBITED**. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

HUNT003105

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the ___ day of _____ 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, a liquidating trust, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction.”

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

“A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well.” However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

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By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named David B. Braddock, who acknowledged that he is Chief Executive Officer of Broad Oak Energy, Inc., a Delaware corporation, and for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

**Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and
between South Texas Syndicate Trust and Hunt Oil Company, et al.
dated effective October 1, 2009.**

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County,
Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen
County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen
Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle
County, Texas, and Volume 451, Page 136, Deed Records, McMullen County,
Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas
(amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen
County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas
Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [Tompkins, H L](#)
To: [Bill Osborn](#)
Subject: RE: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank
Date: Thursday, February 03, 2011 3:51:51 PM
Attachments: [image001.png](#)

Bill/Laverne:

Yes, I received the original and intend to discuss with Laverne the styling of the consent.

ChaseManhattan is not a current name for the successor entity.

Laverne if you are agreeable to our editing the styling on the attached Consent to Assign to reflect the current Trustee please let me know.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931

Phone: 214-965-2047 | Fax: 214-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Thursday, February 03, 2011 3:05 PM
To: Tompkins, H L; Tompkins, H L
Subject: FW: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

H.L.

Can you see the below email and the attached document.

Thanks.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: Laverne Hearn
Sent: Thursday, February 03, 2011 3:03 PM
To: Bill Osborn
Subject: Consent to Assign Letter mailed to H. L. Thompkins - JPMorgan Chase Bank

Bill, attached is the consent to assign letter that we need to attempt to get Mr. Tompkins to expedite and return to us. The letter is addressed to their Houston office, but when I contacted them, I was informed that he handles this account and that it should be mailed to Mr. Tompkins in the Dallas Office. The package was overnighted last week to him.

HUNT003115

If you can help out, please let me know.

Thanks

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HUNT003116

From: Bill Osborn
To: "H.L. Tompkins"; "h.l.tompkins@jpmorgan.com"
Cc: "jason.r.beck@jpmorgan.com"
Subject: FW: Hunt Lease Amendment
Date: Wednesday, October 13, 2010 2:57:59 PM
Attachments: Amendment to STS Lease Oil and Gas Lease9-20-10.DOC

H.L. & Jason,

Attached is the amendment to the leases that I sent to H.L. on 9/20 that only addresses amending the lease as it pertains to adopting "permitted" RRC field rules. As well as, an amendment to the definition of a completed well. (I took out the pooling language from the original proposed amendment because we have yet to come to a formal agreement on that issue).

We are anticipating to begin fracing the well in A-1391 in the coming days and we would like to be able to use the permitted RRC field rules when forming our unit. Please respond at your earliest convenience to the attached proposal. If you would like to make revisions to the attached proposed amendment please do so and send it back to me for our review.

Thanks,

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Monday, September 20, 2010 3:55 PM
To: 'H L Tompkins'
Cc: 'h.l.tompkins@jpmorgan.com'
Subject: Hunt Lease Amendment

H.L.

Attached is the latest lease amendment w/ the pooling clause removed. Please sign and return to me at your earliest convenience. Feel free to make any revisions and send back to me for our review.

Thanks,

Bill Osborn

Bill Osborn

HUNT003117

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003118

From: [Melissa F. Montanez](#)
To: [Leverne Hearn](#)
Cc: [Bill Rex](#); [Larry Guzick](#); [Bill Osborn](#); [H.L. Tompkins](#)
Subject: RE: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Date: Wednesday, July 21, 2010 10:43:03 AM
Attachments: [Ltr to JPMorgan, So. Tx Syndicate Rental Ck @ 2010-07-21 @ 11-09-32.pdf](#)
[image001.gif](#)

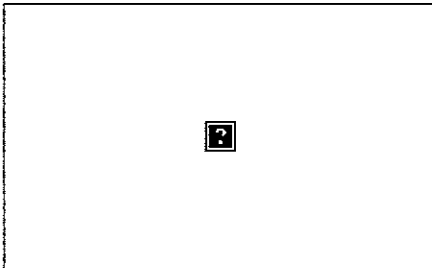
H.L. Tompkins is the Property Manager for South Texas Syndicate. I have copied him on this email. Thank you.

From: Leverne Hearn [mailto:LHearn@huntoil.com]
Sent: Wednesday, July 21, 2010 10:21 AM
To: Melissa F Montanez
Cc: Bill Rex; Larry Guzick; Bill Osborn
Subject: South Texas Syndicate - Delay Rental Payment, McMullen/LaSalle Cos., TX
Importance: High

Melissa, please find attached a confirmation letter stating receipt of the above captioned rental payment to South Texas Syndicate, Trust.

This is a high priority matter and I appreciate all of your assistance in getting this matter cured.

Thanks in advance.



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HUNT003119



July 21, 2010

HUNT OIL COMPANY

1900 North Akard Street
Dallas, Texas 75201-2300
214-978-8000
Fax: 214-978-8888

South Texas Syndicate Trust
JPMorgan Chase Bank NA, Trustee
P. O. Box 2605
Ft. Worth, TX 76113

Attention: Melissa F. Montanez

Re: HL086573-00 – Delay Rental Payment
STS 1391 #1H Well
North Hawkville Prospect
McMullen/LaSalle Cos., Texas

Dear Ms. Montanez:

Pursuant to our conversation of today, you informed me that you received the delay rental payment to South Texas Syndicate Trust, JPMorgan Chase, Trustee. We are spudding the above captioned well and wanted to make certain that payment was received in a timely manner, prior to July 25, 2010.

Please sign below acknowledging receipt of said delay rental payment. I ask that you scan and return to me via email as soon as possible.

Thanks in advance for your assistance.

Yours truly,

HUNT OIL COMPANY

Levene Hearn, CPLTA, CMM
Sr. Land/Contract Analyst

Atch

SIGNED ON BEHALF OF SOUTH TEXAS SYNDICATE TRUST
JPMorgan Chase Bank NA, Trustee

Melissa Montanez

Date

HUNT003120

From: Bill Osborn
To: "H.L. Tompkins"; "h.l.tompkins@jpmorgan.com"
Subject: Lease
Date: Monday, July 26, 2010 8:41:55 AM

Mr. Tompkins,

I have an attorney in LaSalle County that represents a surface owner of lands included in the current lease under which we are drilling. The attorney that I am dealing w/ wants a copy of the oil & gas lease. To this point the only thing that he has is the Memorandum of the Lease. I wanted to see if JPMorgan, as Lessor, has any objection to furnishing the attorney w/ a copy of the Lease. I am going to edit out any and all financial terms and conditions as well as other pertinent information that is not relevant to the Surface Owner. Let me know your thoughts.

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003121

From: [H.L.Tompkins](#)
To: [Bill Osborn](#)
Cc: [Melissa F. Montanez](#)
Subject: RE: Notice and Consent to Assign
Date: Friday, May 07, 2010 12:31:35 PM
Attachments: [Consent - BroadOak-Hunt 3094ac OGM 031506-pdf.zip](#)
[image001.png](#)

Mr. Osborn:

Attached is a PDF containing my execution of the Notice and Consent to Assign you seek. May I request a copy of the subject Assignment and the Amendment thereto?

I look forward to working with you and your Assigns.

Per our conversation I understood electronic transmittal would suffice. Should you require a signed original delivered via USPS, please let me know.

It was a pleasure to discuss with you and Mr. Guzick matters surrounding your planned well upon the STS minerals. All the best in that effort.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305

Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Thursday, May 06, 2010 3:07 PM
To: H L Tompkins
Subject: Notice and Consent to Assign

<<consenttoassign.pdf>>

Mr. Tompkins,

Thank you again for your time today.

Attached is the notice and consent to assign document that we discussed earlier. If you will please sign and email back to me at your earliest convenience I would appreciate it.

I will get a letter to you discussing our other matters related to lease amendments soon.

HUNT003122

Take Care,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT003123



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

May 6, 2010

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

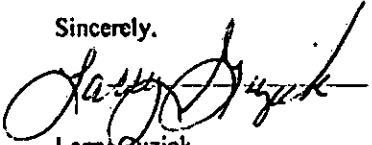
I am writing to provide you notice of and request your consent to assignment of that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas (the "Lease"). Pursuant to an assignment dated October 1, 2009, Broad Oak Energy, Inc. ("BOE") assigned all of its interest in all of the lands covered by the Lease save and except a tract of land covering approximately 173.47 acres (the "Assignment"). On April 28, 2010, but effective as of October 1, 2009, BOE executed an amendment to its prior assignment which amended the assignment in order to assign all of BOE's interest in all of the lands covered by the Lease (the "Amended Assignment"). The Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, the Amended Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, **BMT O&G TX, L.P. (12.5%)**, **CMB O&G TX, L.P. (2.34375%)**, **TRB O&G, TX, L.P. (2.34375%)**, **ACB O&G TX, L.P. (2.34375%)**, **MLB O&G TX, L.P. (2.34375%)**, **ARBGT (LMB) O&G TX, L.P. (9.375%)**, **ARBGT (SRB) O&G TX, L.P. (9.375%)** and **EPB Eagleford TX, L.P. (9.375%)**.

Pursuant to Article 6(b) of the Lease, HOC, on behalf of itself and the other assignees under the Assignment and the Amended Assignment, requests your approval of the Assignment as well as the Amended Assignment. If you are in agreement with both the Assignment and the Amended Assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

HUNT003124

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,



Larry Guzik
Regional Land Manager

The assignment described above is approved this 7th day of May, 2010.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee



H.L. Tompkins
VICE PRESIDENT

HUNT003125

From: Bill Osborn
To: "h.t.tompkins@jpmorgan.com"
Subject: Hunt Oil Company Documents
Date: Monday, May 03, 2010 10:41:34 AM

Mr. Tompkins,

As a follow up to Larry Guzick's voicemail message that requested a call back from you, I thought I would contact you by email as well. If you would please contact us at your earliest convenience regarding the documents sent to you on 4/23/2010 which pertain to certain oil and gas leases between Broad Oak Energy and South Texas Syndicate in LaSalle and McMullen Counties, TX.

My contact number is below or you may reach Larry Guzick at 214-978-8563.

Thank you for your cooperation.

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003126

From: [Bill Osborn](#)
To: ["H L Tompkins"](#)
Cc: [Larry Guzick](#)
Subject: RE: Hunt Oil Company Documents
Date: Thursday, May 27, 2010 4:17:50 PM

Mr. Tompkins,
I appreciate your response. I will look forward to hearing from you at your earliest convenience regarding both documents.

Regards,
Bill Osborn

Bill Osborn
U.S. Onshore Land/Negotiations
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Thursday, May 27, 2010 4:10 PM
To: Bill Osborn
Subject: Re: Hunt Oil Company Documents

Mr. Osborn:

Yes, I had hoped to have the certificate to you days ago. The last message I received on the topic indicated the legal team continues to review the supporting documents. I am traveling and would prefer to review the amendment in a format other than what My BBlackBerry can provide. I will be back in my office tomorrow. Thanks for reaching out and providing the amendment

HLT

From: Bill Osborn <BOsborn@huntoil.com>
To: H L Tompkins
Sent: Wed May 26 13:57:10 2010
Subject: Hunt Oil Company Documents

<<certification of trust.DOC>> <<RevisedAmendment to STS Lease No T-ST5-002-00.DOC>>

Mr. Tompkins,

1. Attached are the Lease Amendment and the Certification of Trust document that we spoke of several weeks ago. It was my understanding that the Certification of Trust, which is a title curative item, was to be forwarded to a separate department, signed and sent back to us. We have yet to receive the signed document.
2. The Amendment to the Oil and Gas Lease only contains the provisions that you stated would be approved at this time. There is not any provision in this current Amendment that pertains to pooling. I would appreciate a response to our request to amend the original lease as it pertains to the terms in the attached amendment.

HUNTO03127

3. Hunt Oil Company would like to begin the drilling process in the coming weeks and would like to have all of our documentation in place before we do so. If you will please contact me at your earliest convenience regarding both of these documents I would very much appreciate it.

Thank you for your cooperation

Best Regards,

Bill Osborn

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

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HUNT003128

From: [Bill Osborn](#)
To: "Montgomery, Monty"
Subject: FW: STS - AMENDMENT
Date: Wednesday, October 27, 2010 4:06:09 PM
Attachments: [HUNT - STS AMENDMENT102710-pdf.zip](#)
[image002.gif](#)

Monty,
See attached amendment that I finally received from JPMorgan today.
He is going to send me 4 originals in the mail for execution. My intent is for all parties to have an original executed copy. As soon as I get them in my possession I will send you copies for execution in your office.

Thanks,
Bill

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Wednesday, October 27, 2010 3:59 PM
To: Bill Osborn
Subject: STS - AMENDMENT

Bill:

Attached is a PDF of the Amendment with my execution upon it.

I will deliver a sealed envelope containing four (4) signed originals to the reception desk of your office this afternoon.

Thank you again for your work and continued patience on this.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President
707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305
Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@jpmorgan.com

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HUNT003129

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HUNT003130

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 27th day of October 2010, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee"), for the purpose of amending that certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and then BOE subsequently assigned the Leases to Lessee;

WHEREAS, Lessor and Lessee desire to amend the Leases to add a provision for pooling; amend certain language and revise certain definitions, all in accordance with the provisions hereof; and

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. Paragraph 5(c) of the lease is hereby deleted in its entirety and replaced with the following:

"(c) "Due diligence" as used in the last preceding subsection in connection with reasonable development of the leased premises shall mean that LESSEE, once production is obtained, shall proceed with reasonable development as provided for above in such manner that there shall not elapse between the completion of one well and the commencement of operations for the drilling of another well more than ninety (90) consecutive days if the well is completed at or above the base of the Buda Formation, one hundred twenty (120) consecutive days if completed between the Base of the Buda Formation and the Top of the Sligo Formation, and one hundred eighty (180) consecutive days if the well is completed below the Top of the Sligo Formation; and in the event under the conditions herein mentioned, more than ninety (90) days, one hundred twenty (120) days or one hundred eighty (180) days, as the case may be, elapse between the completion of one well and the commencement of operations for the drilling of another well, then this lease shall ipso facto terminate as to all the acreage included in this lease, except as to the following described well tracts: (1) forty (40) acres around each then commercially producing oil well, (2) eighty (80) acres around each gas well then commercially producing from above the depth of 6,000 feet beneath the surface, (3) one hundred sixty (160) acres around each gas well then commercially producing from a depth between 6,000 feet and the base of the Buda Formation, (4) three hundred twenty (320) acres around each gas well then commercially producing from a depth below the Base of Buda Formation feet down to the top of the Sligo Formation and (5) and six hundred forty (640) acres around each gas well then commercially producing from a depth below the Top of the Sligo Formation. Each tract so retained shall be in as nearly the form of a square as is practicable with the well at all points being located at a legal spacing distance within its boundaries. Notwithstanding the above, in the event governmental authority having jurisdiction should hereafter permit or prescribe a well density of a greater number of acres than the number of acres specified above for the

maximum allowable production, then LESSEE shall retain around each such well such number of acres so permitted or prescribed by governmental authority. Furthermore, within the limited areas herein specified, LESSEE shall retain only from the surface down to one hundred (100) feet below the deepest formation at which a well is completed for production. LESSEE shall furnish promptly to LESSOR a plat and field notes of the retained acreage, together with a release in recordable form properly executed covering all of the acreage and depths which LESSEE is not entitled to retain hereunder. Reference in this lease to an oil well or a gas well shall be taken to mean a well classified as an oil well or a gas well, as the case may be, by the Railroad Commission of Texas or other regulatory authority having jurisdiction."

2. The last sentence of Paragraph 5(i) is hereby deleted and replaced with the following:

"A horizontal well or a horizontal drainhole, which for purposes of this lease is defined as any well in which the horizontal component of the gross completion interval is at least one hundred (100) feet in length, shall be deemed to be completed three (3) days after the later of the date the drilling rig is removed or the date the fracturing equipment is removed from the drillsite of a horizontal well." However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

3. Except as amended herein, the Leases remains in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: 
H.L. Tompkins
Vice President

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

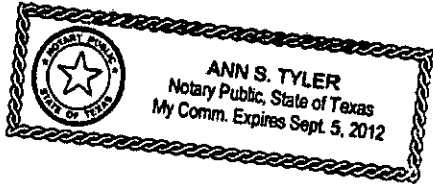
By: _____
W. Frank McCreight
Vice President

Acknowledgments

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of OCTOBER 2010.



Ann S. Tyler
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

Attached to and made a part of that certain AMENDMENT TO OIL AND GAS LEASE by and between South Texas Syndicate Trust and Hunt Oil Company, et al. dated effective October 1, 2009.

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 3,094.0770 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 448, Page 148, Deed Records, McMullen County, Texas, and Volume 459, Page 55, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

Lessor: South Texas Syndicate, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Texas Lone Star Petroleum Corporation
Date: March 15, 2006
Description: Covering 676.745 acres of land, more or less, in McMullen County, Texas (amended later to 683.48 acres)
Recorded: Memorandum Recorded in Volume 444, Page 449, Deed Records, McMullen County, Texas
Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease in Volume 451, Page 297, Deed Records, McMullen County, Texas

From: [H.L.Tompkins](#)
To: [Bill Osborn](#)
Subject: Re: Amendment
Date: Tuesday, October 26, 2010 8:31:11 AM

Yes, please edit with the prudent operator language and send.

From: Bill Osborn <BOsborn@huntoil.com>
To: H L Tompkins; H L Tompkins
Sent: Tue Oct 26 08:34:43 2010
Subject: Amendment

H.L.,

As I was driving in this morning I was thinking of adding the following to the last paragraph of the Amendment.

Will this work for you ?

However, it is understood and agreed upon between Lessor and Lessee that after the drilling rig is removed a good faith effort must be made by the Operator to commence fracturing and completion operations in a reasonable and timely manner, as any prudent Operator would do.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to

HUNTO03140

DOCUMENT SCANNED AS FILED

<http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

HUNT003141



HUNT OIL COMPANY
1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

May 6, 2010

JP Morgan Chase Bank, N.A.
712 Main Street,
10th floor South
Houston, TX 77002-3009
Attn: Mr. H.L. Tompkins

RE: Notice of Assignment and Consent to Assign
T-ST5-003-00
McMullen County, Texas

Dear Mr. Tompkins:

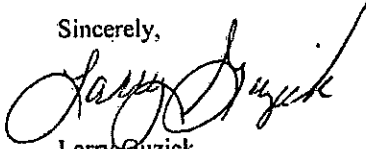
I am writing to provide you notice of and request your consent to assignment of that certain Oil and Gas Lease dated March 15, 2006 by and between South Texas Syndicate, a liquidating trust as Lessor and Texas Lone Star Petroleum Corporation as Lessee, a Memorandum of which is recorded in Volume 444, Page 449 of the Deed Records of McMullen County, Texas (the "Lease"). Pursuant to an assignment dated October 1, 2009, Broad Oak Energy, Inc. ("BOE") assigned all of its interest in all of the lands covered by the Lease save and except a tract of land covering approximately 173.47 acres (the "Assignment"). On April 28, 2010, but effective as of October 1, 2009, BOE executed an amendment to its prior assignment which amended the assignment in order to assign all of BOE's interest in all of the lands covered by the Lease (the "Amended Assignment"). The Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, whose address is 1900 North Akard Street, Dallas, TX 75201-2300, and **BMT O&G TX, L.P. (12.5%)**, **Keystone O&G, TX, L.P. (9.375%)**, **LMBI O&G, TX, L.P. (9.375%)**, **SRBI O&G TX, L.P. (9.375%)** and **Thru Line O&G TX, L.P. (9.375%)**, whose address is 201 Main Street, Suite 3100 Fort Worth, Texas 76102. Subsequent to the Assignment, BMT O&G TX, L.P., Keystone O&G, TX, L.P., LMBI O&G, TX, L.P., SRBI O&G TX, L.P. and Thru Line O&G TX, L.P. were reorganized. After such reorganization, the Amended Assignment was made to the following parties in the following percentages: **Hunt Oil Company (50%)**, **BMT O&G TX, L.P. (12.5%)**, **CMB O&G TX, L.P. (2.34375%)**, **TRB O&G, TX, L.P. (2.34375%)**, **ACB O&G TX, L.P. (2.34375%)**, **MLB O&G TX, L.P. (2.34375%)**, **ARBGT (LMB) O&G TX, L.P. (9.375%)**, **ARBGT (SRB) O&G TX, L.P. (9.375%)** and **EPB Eagleford TX, L.P. (9.375%)**.

Pursuant to Article 6(b) of the Lease, HOC, on behalf of itself and the other assignees under the Assignment and the Amended Assignment, requests your approval of the Assignment as well as the Amended Assignment. If you are in agreement with both the Assignment and the Amended Assignment as aforementioned, please indicate so by signing in the space provided below and return one (1) original to me at the letterhead address.

HUNT003142

Should you have any questions about this request, please call me at the telephone number listed above.

Sincerely,



Larry Guzick
Regional Land Manager

The assignment described above is approved this ____ day of _____, 2010.

South Texas Syndicate Trust, a liquidating trust
By JP Morgan Chase Bank, N.A. Trustee

HUNT003143

From: [Bill Osborn](#)
To: ["h.j.tompkins@ipmorgan.com"](mailto:h.j.tompkins@ipmorgan.com)
Subject: Notice and Consent to Assign
Date: Thursday, May 06, 2010 3:07:05 PM
Attachments: [consenttoassign.pdf](#)

Mr. Tompkins,

Thank you again for your time today.

Attached is the notice and consent to assign document that we discussed earlier. If you will please sign and email back to me at your earliest convenience I would appreciate it.

I will get a letter to you discussing our other matters related to lease amendments soon.

Take Care,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003144

From: Bill Osborn
To: "h.l.tompkins@jpmorgan.com"; "H.L. Tompkins"
Cc: Larry Guzick
Subject: Pooling Amendment
Date: Tuesday, September 21, 2010 9:45:10 AM

H.L.,

Thank you again for taking the time to meet with us to discuss our project in LaSalle/McMullen counties. We appreciate your time.

Please advise us as to how you would like to proceed in drafting a pooling amendment that we discussed at our meeting on 9/20. If you would like to submit to us a proposal for our review please do so or alternatively we can draft the amendment and submit it to you for your review. I look forward to hearing from you.

Thanks Again,

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003145

From: [H L Tompkins](#)
To: [Bill Osborn](#)
Subject: RE: Certification of Trust
Date: Wednesday, June 09, 2010 4:53:55 PM
Attachments: [Hunt Oil - STS Certification of Trust.pdf.zip](#)
[image001.png](#)

Mr. Osborn:

Attached is the Certificate of Trust as amended by our legal and fiduciary team.

My apology for only now forwarding it to you now.

HLT

H.L.Tompkins, CPL



H.L. Tompkins | Vice President

707 Travis Street, 11th Fl North, Houston, Texas 77002 | TX2-N305

Phone: 713-216-4423 | Fax: 713-216-1370 | Email: h.l.tompkins@ipmorgan.com

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Wednesday, June 09, 2010 4:13 PM
To: H L Tompkins
Subject: Certification of Trust

Mr. Tompkins,

I have not received the Certification of Trust document that we spoke about this morning. Please advise if it was sent.

Thanks,

Bill

Bill Osborn

U.S. Onshore Land/Negotiations

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003146

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HUNT003147

CERTIFICATION OF TRUST

Date: June 8, 2010.

Trust: South Texas Syndicate Trust,
f/k/a South Texas Syndicate,
f/k/a South Texas Syndicate, a liquidating Trust,
f/k/a South Texas Syndicate, a trust estate
(herein, as currently amended and in effect, called the "Trust")

Trustee: JPMorgan Chase Bank, N.A., Trustee, as successor Trustee to:
John T. Pearson, Trustee (of the South Texas Syndicate), as grantee and as described in and pursuant to that certain Deed, dated October 17, 1940, recorded in Volume R-3, Page 581, et seq., Deed Records La Salle County, Texas, from John T. Pearson, Independent Executor of the Estate of A. Mcc. (sic) Washburn ("the 1940 Deed"), as originally established by those certain instruments recorded in Book Z-2, pages 278-297, Deed Records, La Salle County, Texas, and in Book 10, pages 59-78, Deed Records, McMullen County, Texas.

Trustee's Mailing Address:

J.P. Morgan
Oil and Gas Management
TX1-1315
PO Box 2605
Fort Worth, TX 76113-9919

Property (Leased Premises):

All of the Trust's interest in the oil, gas and other mineral ownership (herein "Mineral Ownership") in the lands, located in La Salle and McMullen Counties, Texas, described in and covered by those certain Oil and Gas Leases, memoranda of such Leases, and/or in amendments and/or corrections of any of them, and in other documents pertaining thereto; all as described on Exhibit "A" attached hereto and incorporated herein by this reference, including the description of such lands in any of such documents by reference to other documents. (Such Oil and Gas Leases, and the other documents described above are herein collectively called the "Leases," and the lands constituting the Property, which are described in and covered by the Leases, are herein collectively called the "Leased Premises.")

Original Lessee(s) under the Leases: See Exhibit "A" hereto.

Current Assignee(s) and Leasehold Owner(s) of the Leases:

Hunt Oil Company
BMT O&G TX, L.P.
CMB O&G TX., L.P.
TRB O&G TX, L.P.
ACB O&G TX, L.P.
MLB O&G TX, L.P.
ARBGT (LMB) O&G TX, L.P.
ARBGT (SRB) O&G TX, L.P.
EPB Eagleford TX, L.P.

Recitals:

WHEREAS, the Trust as described (and being the grantee trust) in the 1940 Decd, is a trust estate, and is one and the same as the other names listed above by which the Trust has been designated, including as Lessor in and under the Leases; and

WHEREAS, the Mineral Ownership in the Leased Premises has been, and continues to be, held in the Trust; and

WHEREAS, JPMorgan Chase Bank, N.A., is the successor Trustee for the Trust as described above, and has continued to be and act in such capacity, at all times since at least the effective date and date of execution and delivery (whichever is earlier) of each of the respective Leases;

NOW THEREFORE, by its signature below, the Trustee confirms the recitals and other statements herein, and the additional certifications set forth below, upon which both the Original Lessees, and also the current Assignees and Leasehold Owners listed above, are relying in connection with their various dealings with the Trustee and the Trust concerning the Leases and the Leased Premises, and any agreements, transactions, and matters between and among them pertaining thereto.

Certifications:

1. Trustee is the sole trustee of the Trust, and the Trust as currently amended, exists.
2. The Trust powers include, and have at all relevant times included, and without limitation, the power to execute the Leases and any other agreements, documents or instruments that may be executed or entered into in the future by the Trustee in such capacity on behalf of the Trust, concerning the Leases, and the Mineral Ownership, and/or the Leased Premises, and any dealings, transactions or matters pertaining thereto, and also to the Current Assignees as leasehold owners of the Leases and Leased Premises.
3. The Trust is irrevocable.
4. Under the terms of the Trust, currently and at all times previously since its creation, all of the currently acting trustees at any relevant time are required to sign documents in order to exercise the powers of the trustees.
5. Title to the Trust assets, including the Leased Premises, is held, and documents concerning and on behalf of the Trust and such Trust assets should be executed, in the following manner:

JPMorgan Chase Bank, N.A., Trustee,
of (and/or for, and/or on behalf of)
the South Texas Syndicate Trust

Or

the South Texas Syndicate Trust
by JPMorgan Chase Bank, N.A., Trustee
6. The Trust has not been revoked or modified or amended in any manner that would cause the statements, representations, recitals, and certifications contained in this Certification to be incorrect.
7. This Certification shall not act as or be construed in any way as an amendment, ratification, or revivor of the Leases, and the Leases shall be perpetuated only according to the terms and provisions contained therein.

This Certification of Trust may be executed in multiple originals, each of which shall be considered a duplicate original.

EXHIBIT "A"

**To Certification of Trust
(Property, Leased Premises, and Leases,
La Salle and McMullen Counties, Texas)**

The "Leases" include collectively, the following oil and gas leases, memoranda of leases, and/or amendments or corrections to any of such documents, and any other documents pertaining to such documents, as may be described hereinbelow and defined in the Certification of Trust;

And the Leased Premises include collectively, the Mineral Ownership for the lands described below, and as covered by and described further in the Leases, and/or described by reference to other documents in the Leases.

1. Oil and Gas Lease (# T-STS-002-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 53, Deed Records, La Salle County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 4,224.7175 acres, more or less, located in La Salle County, Texas, consisting of 8 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 8.)

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 507, Deed Records, La Salle County, Texas.

2. Oil and Gas Lease (# T-STS-004-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A.,
Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: February 26, 2007
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated February 26, 2007, executed by the Lessor and Lessee, is recorded in Vol. 461, Page 525, Deed Records, La Salle County, Texas, and in Vol. 451, Page 136, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 2,371.205 acres, more or less, located in La Salle and McMullen Counties, Texas, consisting of 9 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 9), the first 6 of which (1,380.555 acres total) are located in McMullen County, and the last 3 of which (990.65 acres total) are located in La Salle County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described February 26, 2007 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the February 26, 2007 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 503, Deed Records, La Salle County, Texas, and in Vol. 470, Page 362, Deed Records, McMullen County, Texas.

3. Oil and Gas Lease (# T-STG-001-00)

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)

Lessee: Broad Oak Energy, Inc.

Date: July 25, 2006

Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, dated July 25, 2006, executed by the Lessor and Lessee, is recorded in Vol. 459, Page 55, Deed Records, La Salle County, Texas, and in Vol. 448, Page 148, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 3,094.0770 acres, more or less, located in La Salle and/or McMullen Counties, Texas (as the case may be therein), consisting of 13 numbered tracts described in the Lease (i.e., Tract Nos. 1 through 13), the first (No. 1) of which (260 acres) is located in La Salle and McMullen Counties, the second (No. 2) of which

(4.05 acres) is located in La Salle County, and the last 11 of which are located in McMullen County.

Amendment of Oil and Gas Lease, dated and effective July 16, 2009 (amending certain terms in the above-described July 25, 2006 Oil and Gas Lease), executed by the Lessor and Lessee in such Lease. This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the July 25, 2006 Lease), executed by the Lessor and Lessee, recorded in Vol. 482, Page 505, Deed Records, La Salle County, Texas, and in Vol. 470, Page 358, Deed Records, McMullen County, Texas.

4. Oil and Gas Lease (# T-STS-003-00)

Lessor: South Texas Syndicate, a liquidating trust, by JPMorgan Chase Bank, N.A., Trustee (by Patricia Schultz Ormond, Vice President)
Lessee: Texas Lone Star Petroleum Corporation (later amended to be owned by Broad Oak Energy, Inc.)
Date: March 15, 2006
Recorded: Lease not recorded, but is in possession of the Lessor and Current Assignees.

Memorandum of Oil and Gas Lease for this lease, effective March 16, 2006, expressly dated March 24, 2004 (but acknowledged March 24, 2006, and see Correction document below), (this counterpart) executed by the Lessor (with a signature line for – but not executed by – Lessee, see Correction document below), is recorded in Vol. 444, Page 449, Deed Records, McMullen County, Texas. Memorandum describes the same lands as in the Oil and Gas Lease.

Description of
Property

(Leased Premises): 676.745 acres, more or less, (amended later to 683.48 acres, more or less – see Correction document below), located in McMullen County, Texas;
limited in depth from the surface of the earth down to 11,500 feet below the surface of the earth, in and under the above described Property

Correction of Memorandum of Oil and Gas Lease and Amendment of Oil and Gas Lease, dated November 6, 2006, effective March 15, 2006, recorded in Vol. 451, Page 297, Deed Records, McMullen County, Texas, executed by Lessor, and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease), correcting typographical error in date of Memorandum above to confirm Lease is dated March 15, 2006, and also amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including an amendment of the lands covered in the Lease, and

substituting a new description for the Leased Premises in the Lease, as revised in total 683.48 acres, more or less.

Second Amendment of Oil and Gas Lease, dated August 7, 2007, effective March 15, 2006 (amending Section 5 (c) for a typographical error in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Third Amendment of Oil and Gas Lease, dated March 5, 2008, effective February 4, 2008 (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. and Gardner Energy Corporation (as successors to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Fourth Amendment of Oil and Gas Lease, dated July 16, 2009, (amending certain terms in the above-described March 15, 2006 Oil and Gas Lease, including the primary term in Paragraph 2, and Paragraph 4 regarding delay rentals, but confirming the revised 683.48 acre revision of the Leased Premises in the Correction above), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease.) This amendment is not recorded, but is in possession of the Lessor and Current Assignees.

Amendment of Memorandum of Oil and Gas Lease dated July 16, 2009 (amending the above-described Memorandum, and notifying of the amendment of the date of the primary term in such March 15, 2006, Lease, and revising the description of the primary term as stated in the prior Memorandum, and referencing generally other prior amendments of the Lease), executed by the Lessor and also by Broad Oak Energy, Inc. (as successor to Lessee in such Lease), recorded in Vol. 470, Page 360, Deed Records, McMullen County, Texas.

Trustee:

JPMorgan Chase Bank, N.A.

By: *Gary P. Aymes*
GARY P. AYMES, Vice President,
as Trustee of the South Texas Syndicate Trust,

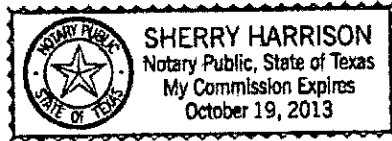
ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Gary P. Aymes, as Vice President of **JPMorgan Chase Bank, N.A.**, a national banking association, **Trustee for the South Texas Syndicate Trust**, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association, in its capacity as Trustee for the above-named Trust.



Sherry Harrison 6/8/10
Notary Public

From: Bill Osborn
To: "h.l.tompkins@ipmorgan.com"
Cc: "H.L. Tompkins"
Subject: STS Leases
Date: Thursday, September 09, 2010 9:05:46 AM

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNTO03156

From: [Bill Osborn](#)
To: [Leverne Hearn](#)
Subject: FW: "Pooling" amendment
Date: Thursday, January 06, 2011 2:06:37 PM
Attachments: [jpmorganletterofunderstandingwexhibit11-16.doc](#)
[stsamendmentpooling11-9-10.doc](#)

Leverne,

If you scroll down to the bottom email it has two attachments. One is the letter agreement regarding the amendment and the other is the actual amendment. Once I get fully executed copies from EE and Bass I will get them to you.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Friday, December 17, 2010 9:27 AM
To: 'H L Tompkins'; 'h.l.tompkins@jpmorgan.com'
Cc: 'jason.r.beck@jpmorgan.com'
Subject: "Pooling" amendment

H.L. & Jason,

Attached below is the "pooling" amendment that was sent to you in November. This document is reflective of our verbal agreement to amend the description of two separate leases in order to incorporate lands from one lease into another. It is important that we get this squared away in the near future due to the fact that a rental payment is due in February on a portion of the lands that are involved in this amendment. Furthermore, we are scheduling a rig to be in the area in the first quarter of next year and the first proposed well would require the amendment to be executed. I would appreciate your review of the proposal and any changes that you may request at your earliest convenience. I will be out of the office from 12/20 – 12/27 returning on 12/28. I hope you all have a great holiday season and I look forward to hearing from you soon.

Take Care,

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

HUNT003157

bosborn@huntoil.com

(214) 978-8835 office

From: Bill Osborn
Sent: Tuesday, November 16, 2010 1:05 PM
To: 'h.l.tompkins@jpmorgan.com'; 'H L Tompkins'
Cc: Larry Guzick
Subject: "Pooling" amendment

H.L.

I have made some format and verbiage revisions to the "pooling" amendment. You will find attached a letter of understanding that includes "Exhibit A", which is a copy of the amendment to the oil and gas lease.

Also, I have attached the amendment itself. Please review and let us know your thoughts. We reserve the right to make additional revisions.

Thanks for your consideration.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003158



11/16/10

HUNT OIL COMPANY

1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
2200 Ross Avenue
TX1-2931
Dallas, Texas 75201

Attention: Mr. H.L. Tompkins

Re: Letter of Understanding

Dear Mr. Tompkins,

The purpose of this letter is to record the understanding and agreement reached between SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee") (Lessor and Lessee collectively, the "Parties"). Whereas the Lessor and Lessee agree to amend the descriptions of the leased premises of two leases, which are detailed in the Amendment to Oil and Gas Lease attached hereto as "Exhibit A";

1. Amendment to the Oil and Gas Leases –The Parties agree that by signing the attached Exhibit "A" the description of the "leased premises" of Lease #1 and Lease #2, described therein, for the purpose of incorporating portions of lands covered by Lease #2 into the "leased premises" of Lease #1 will be amended, thereby making the total leased acreage covered by and described in Lease #1, 4,888.3675 acres, more or less, and the total leased acreage covered by and described in Lease #2, 1,707.555 acres, more or less. Furthermore, the leased acreage incorporated into Lease #1 from Lease #2 will be made a part of and governed by the terms, conditions, covenants and provisions of Lease #1.
2. Compensation due to Lessor by the Lessee in exchange for the execution of the Amendment to Oil and Gas Leases. – Lessee agrees to pay Lessor, upon execution of the Amendment to Oil and Gas Lease, a one time payment of One Hundred Dollars and 00/100 (\$100.00) per net mineral acre for the total amount of net mineral acres being incorporated into Lease #1 from Lease #2. The lands being incorporated from Lease #2 into Lease #1 are tract number nine (9) and tract number ten (10) described in paragraph one (1) of the attached "Exhibit A". Therefore, Lessee shall be due a one time payment of Sixty Six Thousand Three Hundred Sixty Five and 00/100 dollars (\$66,365.00) upon execution of the Amendment to Oil and Gas Lease.
3. All other terms of Lease #1 and Lease #2 will remain the same. Please reflect your acceptance to these terms by executing this agreement in the space provided below.

Very truly yours,

By: _____

Ernie Easley
Senior Vice President – U.S. Gulf of Mexico/Gulf Coast
Exploration and Production

Signed _____, 20__

South Texas Syndicate Trust
JP Morgan Chase Bank, N.A., Trustee

By: _____

H.L. Tompkins
Vice President

Signed _____, 20__

“Exhibit A”

Attached hereto and made a part of the Letter of Understanding dated 11/10/10 between the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** (“Lessor”), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, “Lessee”)

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** (“Lessor”), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, “Lessee”) as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached “Exhibit A” (the “Leases”).

WHEREAS, Lessor and Broad Oak Energy, Inc. (“BOE”) entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the “leased premises” of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The “Leased Premises” that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil

& Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: 663.6500 acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: 663.6800 acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: 497.7375 acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS

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COUNTY OF DALLAS

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BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS

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§

COUNTY OF DALLAS

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lease #1

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lease #2

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil & Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: **663.6500** acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: **663.6800** acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: **497.7375** acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

From: [Bill Osborn](#)
To: "[Tompkins, H.L.](#)"; "h.l.tompkins@jpmorgan.com"
Subject: Lease Amendment
Date: Monday, January 10, 2011 8:56:57 AM
Attachments: [STSamendment1-6-11.pdf](#)

H.L.

Attached is the scan of the lease amendment with Ernie Easley's signature.

Sorry for delay.

I will get you copies of amendment w/ Bass's signature once I receive them.

Bill

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

HUNT003181



1/6/11

HUNT OIL COMPANY

1900 North Akard Street
Dallas, TX 75201-2300
214-978-8600
Fax: 214-978-8673

JP Morgan Chase Bank, N.A.
c/o H.L. Tompkins
2200 Ross Avenue
TX1-2931
Dallas, Texas 75201

Attention: Mr. H.L. Tompkins


Re: Letter of Understanding

Dear Mr. Tompkins,

The purpose of this letter is to record the understanding and agreement reached between SOUTH TEXAS SYNDICATE TRUST, by JPMORGAN CHASE BANK, N.A., TRUSTEE ("Lessor"), and HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P. (collectively, "Lessee") (Lessor and Lessee collectively, the "Parties"). Whereas the Lessor and Lessee agree to amend the descriptions of the leased premises of two leases, which are detailed in the Amendment to Oil and Gas Lease attached hereto as "Exhibit A";

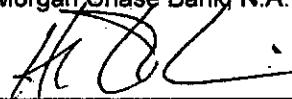
1. Amendment to the Oil and Gas Leases –The Parties agree that by signing the attached Exhibit "A" the description of the "leased premises" of Lease #1 and Lease #2, described therein, for the purpose of incorporating portions of lands covered by Lease #2 into the "leased premises" of Lease #1 will be amended, thereby making the total leased acreage covered by and described in Lease #1, 4,888.3675 acres, more or less, and the total leased acreage covered by and described in Lease #2, 1,707.555 acres, more or less. Furthermore, the leased acreage incorporated into Lease #1 from Lease #2 will be made a part of and governed by the terms, conditions, covenants and provisions of Lease #1.
2. Compensation due to Lessor by the Lessee in exchange for the execution of the Amendment to Oil and Gas Leases. – Lessee agrees to pay Lessor, upon execution of the Amendment to Oil and Gas Lease, a one time payment of One Hundred Dollars and 00/100 (\$100.00) per net mineral acre for the total amount of net mineral acres being incorporated into Lease #1 from Lease #2. The lands being incorporated from Lease #2 into Lease #1 are tract number nine (9) and tract number ten (10) described in paragraph one (1) of the attached "Exhibit A". Therefore, Lessee shall be due a one time payment of Sixty Six Thousand Three Hundred Sixty Five and 00/100 dollars (\$66,365.00) upon execution of the Amendment to Oil and Gas Lease.
3. All other terms of Lease #1 and Lease #2 will remain the same. Please reflect your acceptance to these terms by executing this agreement in the space provided below.

Very truly yours,

By:  ^{WSTO}
Ernie Easley
Senior Vice President – U.S. Gulf of Mexico/Gulf Coast
Exploration and Production

Signed 1-10, 2011

South Texas Syndicate Trust
JP Morgan Chase Bank, N.A., Trustee

By: 
H.L. Tompkins
Vice President

Signed January 6, 2011

"Exhibit A"

Attached hereto and made a part of the Letter of Understanding dated 11/10/10 between the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee")

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil

& Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: 663.6500 acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: 663.6800 acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: 497.7375 acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.

Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.

LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: _____
[Name], [Title]

LESSEE

HUNT OIL COMPANY

By: _____
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__

Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C, in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20____, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20____, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lease #1

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lease #2

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

**AMENDMENT TO OIL AND GAS LEASE
BY AND BETWEEN
SOUTH TEXAS SYNDICATE TRUST
AND
HUNT OIL COMPANY, et al.**

This Agreement is entered into as of the 26th day of February 2007, by and among the **SOUTH TEXAS SYNDICATE TRUST**, by **JPMORGAN CHASE BANK, N.A., TRUSTEE** ("Lessor"), and **HUNT OIL COMPANY, BMT O&G TX, L.P., CMB O&G TX, L.P., TRB O&G TX, L.P., ACB O&G TX, L.P., MLB O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., ARBGT (SRB) O&G TX, L.P. EPB EAGLEFORD TX, L.P.** (collectively, "Lessee") as assignee of Broad Oak Energy, for the purpose of amending those certain Oil and Gas Leases described in the attached "Exhibit A" (the "Leases").

WHEREAS, Lessor and Broad Oak Energy, Inc. ("BOE") entered into the Leases and whereas Broad Oak Energy, Inc. subsequently assigned the Leases to Lessee; and

WHEREAS, Lessor and Lessee desire to amend the descriptions of the "leased premises" of the leases for the purpose of redefining which tracts of lands are contained in, made a part of and governed by the terms, conditions, covenants and provisions of the Leases.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby amend the Leases as follows:

1. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated July 25, 2006 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 459, Page 53, in Deed Records in LaSalle County, Texas shall be deleted in its entirety and replaced with the following:

4,888.3675 acres of land, more or less, in LaSalle County, Texas, described as ten (10) tracts of land as follows, to-wit:

Tract 1: **411.65** acres, more or less, being all of H&GN RR Co. Survey No. 41, A-220, SAVE AND EXCEPT the North 252 acres thereof, LaSalle County, Texas;

Tract 2: **663.65** acres, more or less, being all of S. Hummel Survey No. 42, A-1391, SAVE AND EXCEPT from the surface to 5,800 feet beneath the surface in 80.00 acres described in Partial Release of Oil and Gas Lease, from Carrizo Oil & Gas, Inc., et al, dated February 27th, 2002, recorded in Volume 425, Page 146, Deed Records of LaSalle County, Texas;

Tract 3: **663.6500** acres, more or less, being all of the G. W. Von Roeder Survey No. 34, A-1314, LaSalle County, Texas;

Tract 4: **663.6800** acres, more or less, being all of H&GNRR Co. Survey No. 33, A-216, LaSalle County, Texas;

Tract 5: **497.7375** acres, more or less, being the N/2 and the SW/4 of H&GNRR Co. Survey No. 247, A-322, LaSalle County, Texas;

Tract 6: 666.6500 acres, more or less, being all of the R. Curtis Survey No. 248, A-1138, LaSalle County, Texas;

Tract 7: 331.8250 acres, more or less, being the S/2 of H&GNRR Co. Survey No. 249, A-323, LaSalle County, Texas; and

Tract 8: 325.8750 acres, more or less, being the N/2 of CCSD & RGNG RR Co. Survey No. 757, A-850, LaSalle County, Texas.

Tract 9: 331.825 acres, more or less, being the North Half of the H & GN RR Co. Survey No. 249, A-323, LaSalle County, Texas.

Tract 10: 331.825 acres, more or less, being the South one-half of H& GN RR Co. Survey No. 35, A-217, LaSalle County, Texas.

2. The "Leased Premises" that includes lands described in that certain Oil and Gas Lease dated February 26, 2007 between Lessor and Lessee of which a Memorandum of Oil and Gas Lease was recorded in Volume 461, Page 525, in Deed Records in LaSalle County, Texas and Volume 451, Page 136, Deed Records McMullen County, Texas shall be deleted in its entirety and replaced with the following:

1,707.555 acres of land, more or less, in LaSalle and McMullen Counties, Texas, described as seven (7) tracts of land as follows, to wit:

Tract 1: 150.01 acres, more or less, being the South 150.01 acres of GWT & P RR Co. Survey No. 11, A-537, McMullen County, Texas.

Tract 2: 132.04 acres, more or less, being the South 132.04 acres of GWT & P RR Co. Survey No. 13, A-538, McMullen County, Texas.

Tract 3: 339.355 acres, more or less, being the N/2 of GWT & P RR Co. Survey No. 7, A-533, McMullen County, Texas.

Tract 4: 47.64 acres, more or less, being the South 47.64 acres of BS & F Survey No. 1, A-577, McMullen County, Texas.

Tract 5: 337.70 acres, more or less, being the N/2 of M.E. Lane Survey No. 8, A-621, McMullen County, Texas.

Tract 6: 373.81 acres, more or less, being the South 373.81 acres of M.E. Lane Survey No. 30, A-622, McMullen County, Texas.


Tract 7: 327.00 acres, more or less, being the South 327.00 acres of CCSD & RGNG RR Co. Survey No. 759, A-851, LaSalle County, Texas.

3. Except as amended herein, the Leases remain in full force and effect, and the Parties hereby ratify, adopt and confirm the same, as amended, and the Lessor hereby grants, leases and lets exclusively unto Lessee said lands under the terms of the Leases as amended herein.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the day first above written.


LESSOR

**SOUTH TEXAS SYNDICATE TRUST
BY JP MORGAN CHASE BANK, N.A., TRUSTEE**

By: 
[Name], [Title]
VICE PRESIDENT

LESSEE

HUNT OIL COMPANY

By:  *WTD*
Roy E. Easley
Senior Vice President – U.S. Gulf of
Mexico/Gulf Coast Exploration and
Production

BMT O&G TX L.P., a Texas limited partnership

By: BMT O&G TX GENPAR, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight, Vice President

CMB O&G TX, L.P.

By: CMB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

TRB O&G TX, L.P.

By: TRB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ACB O&G TX, L.P.

By: ACB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

MLB O&G TX, L.P.

By: MLB O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (LMB) O&G TX, L.P.

By: ARBGT (LMB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

ARBGT (SRB) O&G TX, L.P.

By: ARBGT (SRB) O&G TX Genpar, L.L.C.,
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

EPB Eagleford TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C.
a Texas limited liability company, general partner

By: _____
W. Frank McCreight
Vice President

Acknowledgments

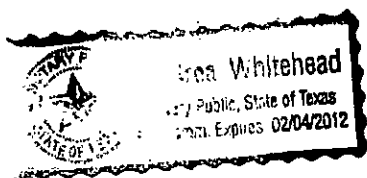
STATE OF TEXAS

§
§
§

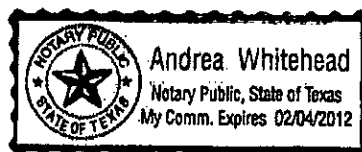
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared H.L. Tompkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JPMorgan Chase Bank, N.A., a national banking association, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, 2011



Andrea Whitehead
Notary Public in and for the State of Texas



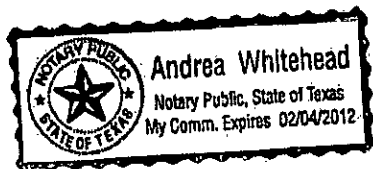
STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 2011, within my jurisdiction, the within named Roy E. Easley, who acknowledged that he is Senior Vice President – U.S. Gulf of Mexico/Gulf Coast Exploration and Production of Hunt Oil Company, a Delaware corporation, and that for and on behalf of and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal this day and year last above written.



Andrea Whitehead
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of BMT O&G TX GENPAR, L.L.C., in its capacity as the general partner of BMT O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of CMB O&G TX GENPAR, L.L.C., in its capacity as the general partner of CMB O&G TX L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20__, by W. Frank McCreight, Vice President of TRB O&G TX GENPAR, L.L.C., in its capacity as the general partner of TRB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ACB O&G TX GENPAR, L.L.C., in its capacity as the general partner of ACB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of MLB O&G TX GENPAR, L.L.C., in its capacity as the general partner of MLB O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (SRB) O&G TX Genpar, L.L.C., general partner of ARBGT (SRB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of ARB (LMB) O&G TX Genpar, L.L.C., general partner of ARBGT (LMB) O&G TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 20___, by W. Frank McCreight, Vice President of EPB Eagleford TX GENPAR, L.L.C., in its capacity as the general partner of EPB Eagleford Genpar TX, L.P., on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: July 25, 2006
Description: Covering 4,224.7175 acres of land, more or less, in LaSalle County, Texas
Recorded: Memorandum Recorded in Volume 459, Page 53, Deed Records, LaSalle County, Texas

Lessor: South Texas Syndicate Trust, by JPMorgan Chase Bank, N.A., Trustee
Lessee: Broad Oak Energy, Inc.
Date: February 26, 2007
Description: Covering 2,371.205 acres of land, more or less, in LaSalle and McMullen Counties, Texas
Recorded: Memorandum Recorded in Volume 461, Page 525, Deed Records, LaSalle County, Texas, and Volume 451, Page 136, Deed Records, McMullen County, Texas

From: [Bill Osborn](#)
To: "H.L. Tompkins"
Cc: [Larry Guzick](#)
Subject: RE: STS Leases
Date: Friday, September 17, 2010 8:47:21 AM
Attachments: [Visitor Parking Map HuntHQ .pdf](#)
[image001.gif](#)

H.L.,

Monday at 2:00 would work just fine.

Look forward to seeing you. Please see the attached parking and building registration procedures.

Thanks.

Bill Osborn
Hunt Oil Company
1900 N. Akard Street
Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [<mailto:h.l.tompkins@jpmchase.com>]
Sent: Friday, September 17, 2010 8:19 AM
To: Bill Osborn
Subject: RE: STS Leases

Yes, Bill thank you for the reminder to get back with you.

I also was able to coordinate with my colleague, Jason Beck.

Would you mind if he joined us at your office on Monday at 2:00 pm?

Should the date, time or place be inconvenient please let me know.

HLT

From: Bill Osborn [<mailto:BOsborn@huntoil.com>]
Sent: Friday, September 17, 2010 8:08 AM
To: H L Tompkins
Subject: RE: STS Leases

H.L.,
Were you able to check your calendar and determine a time and place to meet on Monday?

Bill Osborn
Hunt Oil Company
1900 N. Akard Street

HUNT003204

Dallas, TX. 75201-2300
bosborn@huntoil.com
(214) 978-8835 office

From: H L Tompkins [mailto:h.l.tompkins@jpmchase.com]
Sent: Wednesday, September 15, 2010 2:13 PM
To: Bill Osborn
Subject: RE: STS Leases

Mr. Osborn:

Yes, you have made much effort to address the issue of pooling the STS Leases.

We continue to have concern as to your approach.

May we set aside Monday, September 20, 2010 for a time when you and I may meet to discuss the matter.

Again, thank you for your considerable patience and determination.

HLT
H.L.Tompkins, CPL



H.L. Tompkins | Vice President
2200 Ross Avenue, 5th Floor, Dallas, Texas 75201 | TX1-2931
Phone: 214-965-2047 | Fax: 713-965-3558 | Email: h.l.tompkins@jpmorgan.com

From: Bill Osborn [mailto:BOsborn@huntoil.com]
Sent: Thursday, September 09, 2010 9:06 AM
To: H L Tompkins
Cc: H L Tompkins
Subject: STS Leases

Dear Mr. Tompkins,

Through previous correspondence commencing April 23 2010, we have requested the STS leases be amended as to pooling and other provisions. You have advised me you would only be in a position to review each pooling request on a case by case basis. On September 1, 2010, I sent you a plat reflecting our proposed units so that our request could be applied specifically to those units only. I have not yet received a response to that request. As I have previously stated, we are in the process of laying out units across all the leases. In this area, it has been proven that it is best to drill horizontal wells perpendicular to the principal stress direction, which in this area is approximately east/west. Coupling that with existing lease lines, we need to drill and form our units in an approximate north/south direction to achieve maximum recovery, which is to the benefit of all involved including STS, the royalty owner of each lease in question. Our intent is to pool the STS leases with each other so that the maximum reservoir is drilled, produced and royalty paid by the horizontal wells versus a smaller amount of reservoir rock that would be drilled, produced and royalty paid if the leases are not pooled. We have previously

HUNT003205

· offered to meet with you in person to better explain our position. We are requesting such a meeting at your earliest convenience, preferably next week. We would be happy to meet in Houston, or, since you mentioned you are often in Dallas, we would also be happy to host you in our office. Please advise your preference as soon as possible.

Bill Osborn

Hunt Oil Company

1900 N. Akard Street

Dallas, TX. 75201-2300

bosborn@huntoil.com

(214) 978-8835 office

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is **STRICTLY PROHIBITED**. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is **STRICTLY PROHIBITED**. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to

HUNT003206

<http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

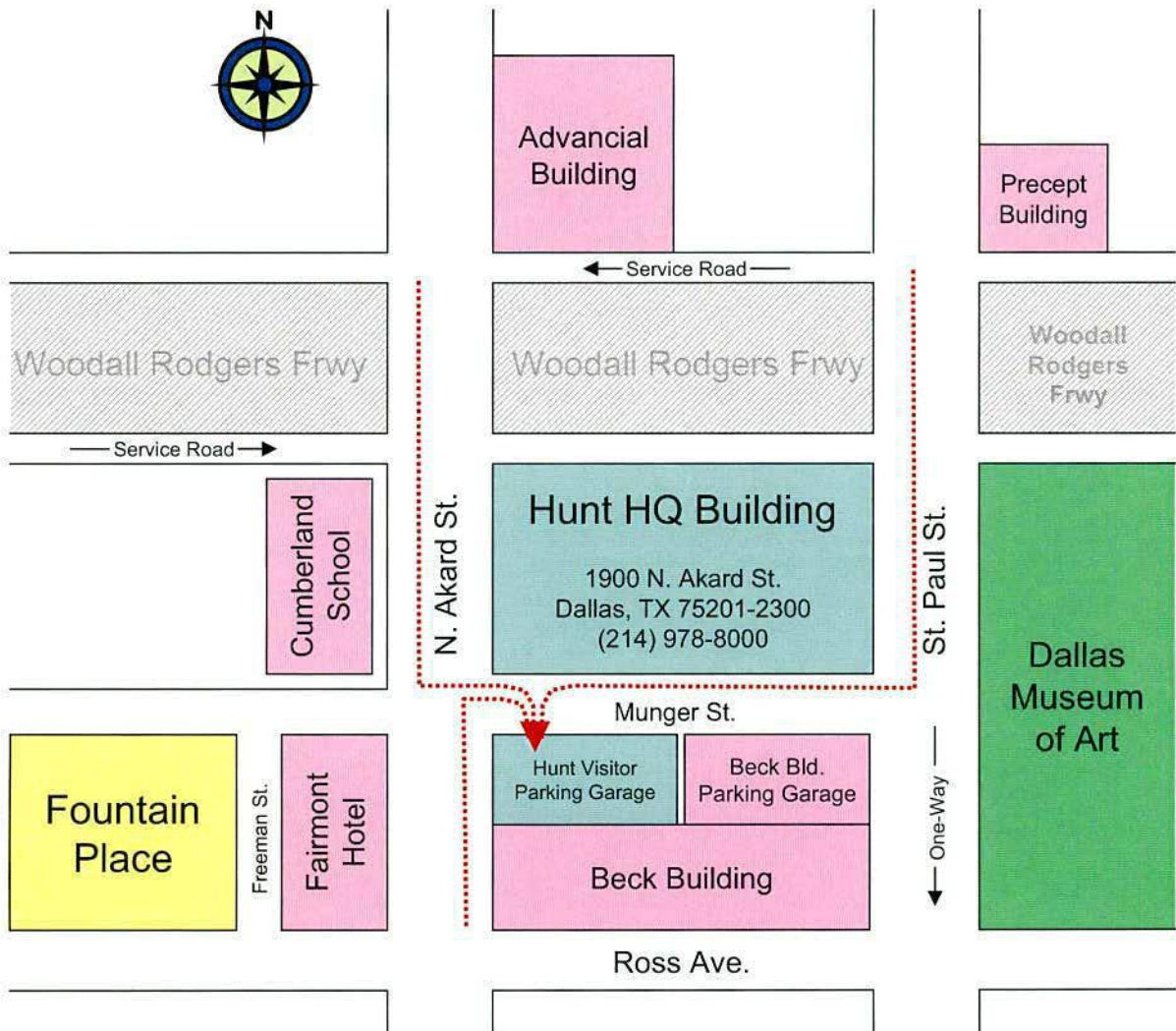
HUNT003207



Hunt Consolidated, Inc.

Visitor Parking Directions

Please plan to arrive at the visitor parking garage at least 10 minutes before your meeting time. The building address is 1900 North Akard St., Dallas, Texas. Upon arrival at the garage a security guard will check you in. After parking, please proceed to the third floor of the garage and take the skywalk across into the office tower. Proceed straight down the escalators and into the main lobby. Check in at the reception desk and the receptionist will contact your Hunt company host.



HUNT003208

From: [Bill Osborn](#)
To: [Tomokins, H.L.; h.l.tomokins@jpmorgan.com](#)
Subject: Lease Amendment
Date: Friday, March 23, 2012 2:19:41 PM
Attachments: [20120323140450.pdf](#)

H.L.,

Attached is our proposed lease amendment and related information. Please review and let me know your thoughts.

We appreciate your cooperation and attention to this matter. Please feel free to call at any time if you have any questions or would like to schedule a time to meet in person.

Take Care,
Bill

HUNT003209

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT OF
	§	
<i>Plaintiffs,</i>	§	
	§	
JP MORGAN CHASE BANK, N.A.,	§	
INDIVIDUALLY/CORPORATELY AND	§	225 th JUDICIAL DISTRICT
AS TRUSTEE OF THE SOUTH TEXAS	§	
SYNDICATE TRUST,	§	
	§	
	§	
<i>Defendant.</i>	§	BEXAR COUNTY, TEXAS

**SUPPLEMENT TO PLAINTIFFS’ MOTION TO COMPEL
(Second and Sixth Requests for Production)**

TO THE HONORABLE JUDGE OF SAID COURT:

Now come Plaintiffs, John K. Meyer, et al., in the above-styled and numbered cause, and file this Supplement to Plaintiffs’ Motion to Compel Defendant JP Morgan Chase Bank, N.A. (“JP Morgan”) to answer Plaintiffs’ Requests for Production and would respectfully show the Court the following:

INTRODUCTION

1. JP Morgan was the trustee of a trust known as the South Texas Syndicate (“STS”) until it was forced to resign by court order dated July 19, 2013. A successor trustee is in the process of being selected. Plaintiffs are beneficiaries of the trust and have alleged that JP Morgan breached its fiduciary duties by failing to provide information regarding the trust and failing to properly manage the trust.

2. On September 8, 2014, Plaintiffs moved to compel JP Morgan to respond fully to Plaintiffs’ Sixth Request for Production No. 2 and Plaintiffs’ Fourth Request for Production No. 1. Plaintiffs hereby incorporate their September 8, 2014 Motion to Compel by reference. Through

this Supplement, Plaintiffs advance an additional ground for the Court to order JP Morgan to produce the document requested in Plaintiffs' Sixth Request for Production No. 2. The additional ground is that JP Morgan waived any privilege that may have attached to the document requested in Plaintiffs' Sixth Request for Production No. 2 by "voluntarily disclos[ing] . . . [a] significant part of the" requested document. TEX. R. EVID. 511.

PLAINTIFFS' SIXTH REQUEST FOR PRODUCTION NO. 2

3. On or about November 8, 2013, Plaintiffs served JP Morgan with their Sixth Requests for Production. On or about December 11, 2013, JP Morgan served its responses.

4. Plaintiffs made the following request:

REQUEST FOR PRODUCTION NO. 2: Produce the STS Tax Opinion prepared by Cox & Smith.

5. Defendant has refused to produce the tax opinion claiming it is withheld under the attorney/client and work-product privileges.

6. Plaintiffs argued in their September 8, 2014 Motion to Compel that JP Morgan's refusal to produce the tax opinion violated the shield-sword doctrine. Plaintiffs' shield-sword argument rests on the criticism of Plaintiffs' experts by JP Morgan's experts. JP Morgan's experts attack Plaintiffs' experts for allegedly failing to take into account the tax status of the STS Trust. JP Morgan's experts have thereby put the question of whether the STS Trust was a "liquidating" trust at issue. One of the issues addressed in the unproduced opinion is apparently whether or not the STS Trust was or is a "liquidating trust."

7. In November 2010, JP Morgan provided the STS Beneficiaries with a summary of the tax opinion ("Summary"). Among other things, the Summary opines on whether the STS Trust was a liquidating trust.

8. Under Texas Rule of Evidence 511, “[a] person upon whom these rules confer a privilege against disclosure waives the privilege if (1) the person . . . voluntarily discloses . . . any significant part of the privileged matter unless such disclosure itself is privileged.”

9. The Texas Supreme Court has recognized that trustees can assert the attorney client privilege against beneficiaries for the purpose of protecting legal conclusions reached by the trustee’s counsel. *Huie v. DeShazo*, 922 S.W.2d 920, 924 (Tex. 1996). However, the Supreme Court expressly rejected the view that privileged communications to a trustee should retain their privileged character even when disclosed to trust beneficiaries. *See Huie*, 922 S.W.2d 920, 924 (Tex. 1996) (“[A study cited by the plaintiff] concludes that, while counsel retained by a fiduciary ordinarily represents only the fiduciary, the counsel should be allowed to disclose confidential communications relating to trust administration to the beneficiaries We decline to adopt this approach.”).

10. JP Morgan disclosed the conclusions reached by Cox & Smith in the Summary. By disclosing the conclusions of Cox & Smith to the beneficiaries, JP Morgan disclosed the very information that its privilege, if any, was designed to protect. Accordingly, it waived any privilege that may have attached to the tax opinion. *See Berger v. Lang*, 976 S.W.2d 833, 837 (Tex. App.—Houston [1st Dist.] 1998, pet. denied); *Terrell State Hosp. of Texas Dep’t of Mental Health & Mental Retardation v. Ashworth*, 794 S.W.2d 937, 940 (Tex.App.—Dallas 1990) (orig. proceeding) (finding that Terrell waived its claim of statutory hospital committee privilege)

11. JP Morgan’s refusal to produce the opinion and use of experts to affirmatively discuss “liquidating trust” tax status violates the shield-sword doctrine and is inconsistent with JP Morgan’s waiver through disclosure of any privileges applicable to the tax opinion. The tax opinion should be produced.

WHEREFORE, Plaintiffs pray that this Court set this matter for hearing and that upon hearing hereof, enter an order removing JP Morgan's objections and requiring Defendant to provide answers to Plaintiffs' Requests for Production identified herein, and ordering the requested documents be produced, and granting any other additional relief to which Plaintiffs may be justly entitled.

DATE: September 24, 2014.

Richard Tinsman
Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

George Spencer, Jr.
Robert Rosenbach
CLEMENS & SPENCER, P.C.
112 E. Pecan St., Suite 1300
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Telephone: (210) 225-4031
Facsimile: (210) 222-0586

Respectfully submitted,

John B. Massopust (pro hac vice)
Matthew J. Gollinger (pro hac vice)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100

Jim L. Flegle
David R. Deary
Tyler M. Simpson
John McKenzie
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717

**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

By: /s/ Jim L. Flegle
Jim L. Flegle

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via e-Service and email on September 24, 2014:

John Eichman, Esq.
Charles Gall, Esq.
Hunton & Williams
1445 Ross Avenue
Suite 3700
Dallas, TX 75202

Patrick K. Sheehan, Esq.
David Jed Williams, Esq.
Hornberger Sheehan Fuller & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Kevin Beiter, Esq.
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, TX 78701

Fred W. Stumpf, Esq.
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

/s/ John McKenzie

John McKenzie

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE	§	
TEXAS SYNDICATE TRUST	§	
	§	
DEFENDANT.	§	BEXAR COUNTY, TEXAS

MOTION FOR REFERRAL

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust files this Motion for Referral to request that the Court refer Defendant's Motions, listed below, to the jury setting clerk for hearing.

Defendant is filing and setting the following Motions for hearing on October 1, 2014 at 9:00 a.m. in the Presiding District Court of Bexar County, Texas:

1. Defendant's Second Motion to Exclude Testimony of Robert Lee;
2. Defendant's Second Motion to Exclude Testimony of Charles Graham;
3. Defendant's Motion to Exclude Testimony of George Hite;
4. Defendant's Motion to Exclude Testimony of David Leathers; and
5. Defendant's Motion to Exclude Testimony of Michael Jones

These Motions are evidentiary *Daubert/Robinson* expert motions that will likely include multiple days of testimony by the experts. Defendant anticipates that the hearings will take two or more full days.

Defendant understands that the proper protocol for setting pretrial evidentiary hearings lasting more than one day is to ask the Presiding Court to refer the motions to the jury setting clerk for setting with an open court. Therefore, Defendant respectfully requests that the Court refer these Motions to the jury setting clerk to be set for assignment and hearing.

Respectfully submitted,

**HORNBERGERSHEEHAN FULLER
& GARZA INCORPORATED**

7373 Broadway, Suite 300
San Antonio, Texas 78209-3266
Telephone: (210) 271-1700
Facsimile: (210) 271-1730

By: /s/ David Jed Williams

Patrick K. Sheehan
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Email: psheehan@hsfblaw.com
Rudy A. Garza
State Bar No. 07738200
Email: rugar@hsfblaw.com
David Jed Williams
State Bar No. 21518060
Email: jwilliams@hsfblaw.com

MCGINNIS LOCHRIDGE

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Facsimile: (512) 495-6384
Kevin M. Beiter
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kbeiter@mcginnislaw.com

HUNTON & WILLIAMS LLP

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

Tel.: (214) 979-3000; Fax: (214) 880-0011

Charles A. Gall

State Bar No. 07281500

Email: cgall@hunton.com

John C. Eichman

State Bar No. 06494800

Email: jeichman@hunton.com

**ATTORNEYS FOR DEFENDANT—
JPMORGAN CHASE BANK, N.A., IN
ALL CAPACITIES**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing MOTION FOR REFERRAL was served on the following, as indicated, on September 22, 2014:

Mr. George Spencer, Jr.
Mr. Robert Rosenbach
CLEMENS & SPENCER
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205

VIA ELECTRONIC SERVICE

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

VIA ELECTRONIC SERVICE

Mr. James L. Drought
Mr. Ian Bolden
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan Street, Suite 2900
San Antonio, Texas 78205

VIA ELECTRONIC SERVICE

Mr. David R. Deary
Mr. Jim L. Flegle
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

VIA ELECTRONIC SERVICE

Mr. John B. Massopust
Mr. Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

VIA ELECTRONIC SERVICE

Mr. Michael S. Christian
ZELLE HOFMANN VOELBEL & MASON
44 Montgomery Street, Suite 3400
San Francisco, California 94104

VIA ELECTRONIC SERVICE

Mr. Fred W. Stumpf
Glast, Phillips & Murray
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

VIA ELECTRONIC SERVICE

/s/ David Jed Williams
DAVID JED WILLIAMS

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE	§	
TEXAS SYNDICATE TRUST	§	
	§	
DEFENDANT.	§	BEXAR COUNTY, TEXAS

ORDER GRANTING MOTION FOR REFERRAL

The Court having considered Defendant's Motion for Referral finds that it should be GRANTED.

Accordingly, it is ORDERED that the following Motions be referred to the jury setting clerk for assignment and hearing beginning on October 1, 2014:

1. Defendant's Second Motion to Exclude Testimony of Robert Lee;
2. Defendant's Second Motion to Exclude Testimony of Charles Graham;
3. Defendant's Motion to Exclude Testimony of George Hite;
4. Defendant's Motion to Exclude Testimony of David Leathers; and
5. Defendant's Motion to Exclude Testimony of Michael Jones.

Signed this ____ day of September, 2014.

JUDGE PRESIDING

2010CI10977



BANK OF TEXAS
THE PRIVATE BANK

John B. Massopust
Zelle Hofmann Voelbel & Mason LLP
500 Washington Avenue South
Suite 5000
Minneapolis, MN 55415

Bank of Texas
510 Bering Dr., Suite 500
Houston, Texas 77057

Dear John:

Thank you for your inquiry regarding the question of participation by Bank of Texas as a party in the case of *Meyer, et al. v. JPMorgan Chase Bank, N.A., et al.*, Cause 2010-CI-10977, in the District Court of Bexar County, Texas.

As you know, Judge Nellermeoe's Order of May 14, 2014, in the severed action, *In re: The Matter of the Successor Trustee of the South Texas Syndicate Trust*, Cause 2014-CI-01233, provides that:

"Bank of Texas, as successor trustee of the Trust, shall be released from (a) any and all duty and responsibility to investigate or review the acts of any former trustee, to redress any breaches of fiduciary duty which may have been committed by any former trustee, or otherwise to take any action or make any investigation concerning the administration of the Trust prior to the Effective Date, and (b) any and all liability, including but not limited to liability which otherwise might be imposed on such successor trustee as successor trustee under the laws of any jurisdiction for, relating to, or arising out of transactions occurring prior to the Effective Date." (Order, Page 3.)

After consideration of your inquiry and upon consultation with counsel, Bank of Texas has elected not to join or pursue the *Meyer* action as a party.

Very truly yours,

Mark P. Day
Senior Vice President
BOKF, NA dba Bank of Texas

